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IN THE HIGH COURT OF JUSTICE.

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THE CORPORATION OF THE CITY OF TORONTO,

Plaintiffs,

and

THE GRAND TRUNK RAILWAY COMPANY OF CANADA
AND THE CANADIAN PACIFIC RAILWAY COMPANY,

Defendants.

RE YORK STREET BRIDGE.

DOCUMENTS FOR USE AT TRIAL.

TORONTO:

WARWICK BRO'S & RUTTER, PRINTERS AND BOOKBINDERS, 68 AND 70 FRONT ST. W.

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PATENT TO J. B. ROBINSON, *et al*, TRUSTEES, DATED 14TH JULY, 1818—WALKS AND GARDENS PROPERTY BETWEEN FRONT STREET AND THE TOP OF THE BANK, EXTENDING FROM PETER STREET TO THE EASTERLY LIMIT OF THE TOWN OF YORK.

1818

SAMUEL SMITH, Administrator.
PROVINCE OF UPPER CANADA.

GEORGE THE THIRD, by the Grace of
God of the United Kingdom of Great
Britain and Ireland, KING, Defender of
the Faith.

*To all whom these presents shall come,
Greeting :*

14th July.
Patent of lands
from Front
Street to top of
bank.

KNOW YE, that we, of our special grace, certain knowledge and mere motion, have given and granted, and by these presents do give and grant unto John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, and Grant Powell, all of the Town of York, in the County of York, in the Home District of our said Province, Esquires, and to their heirs and assigns forever, all that parcel or tract of land situate in the Town of York, in the County of York, in the Home District, and Province aforesaid, being a certain space or slip of land, denominated by the letter H on the plan of the said town, situate between the top of the bank and the front line of the Town, reserved for a public walk, commencing on the top of the bank in the western limit of the old Government Buildings reservation adjoining the south-east angle of the said town; then north sixteen degrees west four chains more or less to the southern limit of Palace Street, then along the southern limit of the said street also following the southern limit of Market Street and Front Street until it intersects the western limit of Peter Street, at the west end of the said town; then south sixteen degrees east, five chains more or less, to the top of the bank; then easterly along the top of the bank, following its several turnings and windings to the place of beginning, containing thirty acres, more or less, with allowance for the several cross-streets leading from the said town to the water, together with all the woods and waters thereon lying and being under the reservations, limitations and conditions, and to and upon the several trusts hereinafter expressed; to have and to hold the said parcel or tract of land hereby given and granted to the said John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, and Grant Powell, their heirs and assigns forever, upon the trusts nevertheless, and to and upon the uses hereinafter declared, concerning the same, that is to say, on trust, to hold the same, for the use and benefit of the inhabitants of the Town of York, and for a public walk or mall in front of the said town, and to permit and allow such appropriations, dispositions, alterations, and improvements to be made of, and in the same for the purpose aforesaid, as our Justices of the Peace in and for the said Home District for the time being, in Quarter Sessions assembled, or the majority of them shall, from time to time hereafter, make or direct concerning the same; saving nevertheless to us, our heirs and successors, all mines of gold and silver that shall or may be hereafter found on any part of the said parcel or tract of land hereby given and granted as aforesaid. Provided always, nevertheless, that in case any of them, the said John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, or Grant Powell, or any succeeding trustee or trustees to be appointed as is hereinafter mentioned, shall happen to die or be desirous of being discharged from the powers or trusts hereby in them reposed or vested, or become incapable of acting in the same, then in any such case and so often as the same shall happen, full power and authority is hereby given by these

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14th July.
Patent of lands
from Front
Street to top of
bank.

presents to our Justices of the Peace in and for the said Home District, for the time being, or the majority of them, in Quarter Sessions assembled, to nominate and appoint any other fit person in the room or place of any of them, the said John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, or Grant Powell, or any succeeding trustee who shall so die or be desirous of being released or discharged from, or become incapable of acting in the aforesaid trusts or powers: and when, and so often as any person or persons shall be nominated and appointed as aforesaid, the said parcel or tract of land and premises, hereby given and granted, shall be conveyed with all convenient speed in such manner and form as that all and every such person or persons so to be appointed as aforesaid, shall and may be invested with all such powers and authorities, and shall and may in all things act in relation to the premises in conjunction with the others of them, who shall or may survive or not decline or not become incapable to act therein as fully and effectually in all respects and to all intents and purposes as if he or they had been originally in and by these presents a grantee to the uses and trusts, and for the purposes aforesaid, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. Provided also that if at any time hereafter the said John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, and Grant Powell the succeeding trustees to be appointed, * * * * * or any of them shall * * * * * house out-house, building or erection of any kind, other than such fences or enclosures as may be necessary and convenient for the purpose of the said reservation to be erected or placed on any part of the said parcel or tract of land hereby given and granted, whether by direction of the Justices of the Peace or otherwise, or if at any time hereafter, any such house, out-house or other building shall be placed or erected and suffered to continue thereupon, then this our grant shall be null and void, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. Provided also that if at any time or times hereafter the lands so hereby given and granted to the said John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, and Grant Powell, and their heirs, shall come into the possession and tenure of any person or persons whomsoever, either by virtue of any deed of sale, conveyance, enfeoffment or exchange, or by gift, inheritance, devise or marriage, such person or persons shall, within twelve months next after his or their entry into and possession of the same, take the oaths prescribed by law, before some one of the magistrates of our said Province, and a certificate of such oath having been taken, shall cause to be recorded in the Secretary's office of the said Province. In default of all or any of which conditions, limitations and restrictions, and especially of the said John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron, and Grant Powell, and the survivor or survivors of them and their successors, do not at all times hereafter observe and fulfil the trust hereby reposed in them according to the true intent of this our grant, and observe and allow appropriations and directions to be from time to time made and given by our said Justices in manner aforesaid, this said grant and everything herein contained shall be, and we do hereby declare the same to be null and void, to all intents and purposes whatsoever, and the land hereby granted, and every part and parcel thereof shall revert to and become vested in us, our heirs and successors in like manner as if the same had never been demised, anything herein contained to the contrary thereof in anywise notwithstanding. And whereas, by an Act of the Parliament of Great Britain, passed in the thirty-first year of His Majesty's Reign, entitled: "An Act to repeal certain parts of an Act passed in the four-

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14th July.
Patent of lands
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teenth year of His Majesty's Reign, entitled : " An Act for making more effectual provision for the government of the Province of Quebec, in North America, and to make further provision for the government of the said Province," it is declared that " no grant of land hereafter made shall be valid or effectual unless the same shall contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant Clergy within the said Province in respect of the lands to be thereby granted."

Now KNOW YE, that we have caused an allotment and appropriation of four acres and two-sevenths to be made in lot number six, in the second concession from the Bay in the Township of York.

IN testimony whereof, we have caused these our Letters to be made Patent and the Great Seal of the said Province to be hereunto affixed.

WITNESS our trusty and well-beloved Samuel Smith, Esquire, administrator of the Government of our said Province, at York, this Fourteenth day of July, in the year of our Lord one thousand eight hundred and eighteen, and in the fifty-eighth year of our Reign.

S. S

Entered with the Auditor, }
Twenty-second July, 1818. }

G. HEWARD.

Auditor General U.C.

Order-in-Council, 9th June, 1818, }
By Command of His Honor, }

D. CAMERON, *Sec.*

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ORDER IN COUNCIL OF THE EXECUTIVE COUNCIL FOR ISSUE OF PATENT TO THE CITY (APPROVED BY HIS EXCELLENCY THE LIEUT.-GOVERNOR) OF LANDS BETWEEN THE TOP OF THE BANK AND WATER'S EDGE AND WATER LOTS LYING SOUTH THEREOF TO THE WINDMILL LINE.

In Council, 17th August, 1837.

1837

17th August.
Order-in-Council
for issue of
Patent of
land south of
top of bank and
water lots.

Upon reference to the Order-in-Council of 20th April last upon petition of the Mayor, Aldermen and Commonalty of the City of Toronto, and upon seeing the report of Major Bonnycastle and James Grant Chewett, Esq., and the plan by them submitted respecting the vacant water lots in front of the City of Toronto, it is respectfully recommended that with the exception of the water lots in front of the intended site for the Home District Gaol and Court House, and the water lot intended for a Custom House, being the lot in front of No. 2, west side of Yonge Street. All the water lots which have not been located or sold, and which appear vacant in the office of the Surveyor General from the eastern end on the north side of the Bay to Graves Street, be granted to the Mayor, Aldermen and Commonalty of the City of Toronto in fee simple, upon the following terms:—

First—To hold and possess such of the said lands covered with water, etc., as may be necessary or useful for the public purposes of the City.

Second—To lease such of the said lots as they may think fit for terms not to exceed fifty years, reserving such reasonable rents as the Trustees in Common Council may think fit, the same to be received for and to the public uses of the City.

Third—The said water lots to be bounded on the south by the line marked upon the plan I K, to be annexed to the deed of trust.

Fourth—The lots to be used by the City and the Lessees to be filled up to the south side of the Esplanade or street hereinafter mentioned, *three feet above high water level*, within three years from the time of the lease or occupation for public purposes.

Fifth—An Esplanade or street one hundred feet in width to be made on all the lots within the three years after they shall be occupied or leased in the place marked C. on the plan, the same to be made of such materials and according to such plan as shall be devised by Act of the Common Council, the same to be kept in repair by the City or Lessees.

Sixth—The stores and buildings as well as the wharves to be erected on the said lots to be of such materials and according to such plan as shall be devised by Act of the Common Council. Also referring to the accompanying letter from the Honorable the Chief Justice and to the Order-in-Council aforesaid, it is respectfully recommended.

That the Trustees of the land in front of the Town reserved for a public walk, be requested to surrender the same for the purpose of a new grant being made to the City of Toronto, the same to be held by the City in strict trust for the same purposes for which the land was originally reserved.

It is also respectfully recommended that the space from the top of the bank forming the southern boundary of the said lands reserved for a public walk to the northern boundary of the water lots from the east end of the Bay to Graves Street be granted to the said City.

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17th August.
Order-in Council
for issue of
Patent of land
south of top of
bank and water
lots.

The part adjoining the said water lots be granted to the city to be leased with the water lots, or otherwise disposed of according to some general plan to be adopted by the Common Council.

The part adjoining the lots already granted or located to individuals to be conveyed by the same Corporation to the owners of the lots according to their respective estates in the lots, but to be subject to such general regulations as to buildings thereon, and as to the line which may be thought by the Common Council necessary to establish for the purpose of making the edge of the bank even and regular, as well as to the regulation respecting the esplanade C., the land covered by water on the south of the water lots already granted, and to the north of the line I K. to be also granted to the Corporation in trust to be conveyed to the owners of the water lots respectively on their engaging to become subject to the said regulation—the said lands to the south of the said granted or located water lots not to be leased, used, or departed with for any other purpose than aforesaid.

The Council further respectfully recommend that the Attorney-General be instructed to draft a deed of trust containing such covenants, stipulations, and provisions as will ensure the performance of the aforesaid trusts.

The Council in making the above recommendation have not overlooked the petition of Mr. Justice Macauley of the inhabitants of the western part of the city and of others respecting these lots, but they are of opinion that the general interests of the city, as well as those of the petitioners, will now be best served by the measure above recommended.

J. BEIKIE,

J. M. S.

Clk. Ex. C. C.

Patent dated 21st February, 1840.

J. M. S.

PATENT TO THE CITY OF TORONTO DATED 21ST FEBRUARY, 1840—LANDS BETWEEN THE TOP OF BANK AND WATER'S EDGE AND WATER LOTS LYING SOUTH THEREOF TO THE WINDMILL LINE.

UPPER CANADA.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, QUEEN, Defender of the Faith, etc., etc., etc.

To all whom these presents shall come Greeting :

1840

21st February.
Patent of land
south of top of
bank and water
lots.

KNOW YE, that we, of our special grace, certain knowledge and mere motion, have given and granted, and by these presents do give and grant unto "The City of Toronto" and its successors forever, upon the trusts and subject to the provisions hereinafter expressed and contained all those parcels and tracts of land covered with water, and situate in front of the City of Toronto, in the County of York, in the Home District, in our said Province of Upper Canada and also, all those parcels or strips of land situate between the top of the bank and the water's edge of the Bay, situate in the said City of Toronto, adjoining the said Water Lots, and which said land covered with water or Water Lots, and the strips of land situate between the top of the bank and the water's edge of the Bay, are known and described as follows, that is to say:—

First:—Commencing at the intersection of the produced western limit of Berkeley Street with a line produced from the point, near the site of the French Fort, west of Toronto Garrison, to Gooderham's Windmill: thence north sixteen degrees west four chains thirty links more or less to the southern limit of that part of the Water Lot in front of the town lot "C." on King Street, as originally granted to the late John Small; thence south seventy-four degrees west four chains more or less to the limit between town lots "C." and "F." on King Street produced, otherwise to the south-western angle of the said John Small's water lot; thence north sixteen degrees west four chains more or less to the water's edge of the Bay; thence westerly along the water's edge to the north-eastern angle of a Water Lot in front of town lot number two on Palace Street, as originally granted to Alexander Legge; thence south sixteen degrees east ten chains more or less to the south-eastern angle of Alexander Legge's said Water Lot; thence south seventy-four degrees west one chain more or less to the south-western angle of the Water Lot in front of the east-half of the Town Lot number two, on Palace Street; thence north sixteen degrees west thirty links more or less to the south-eastern angle of the Water Lot in front of the west-half of Town Lot number two on Palace Street; thence south seventy-four degrees west one chain more or less to the produced eastern limit of Prince's Street; thence south sixteen degrees east one chain thirty links more or less to the aforesaid line between the points near the site of the late French Fort and Gooderham's Windmill; thence north sixty-five degrees east along said line nine chains eighty links more or less to the place of beginning, containing five acres more or less.

Secondly:—Commencing at the intersection of the produced western limit of Prince's Street with a line produced from the point on the site of the late French Fort, west of Toronto Garrison to Gooderham's Windmill; thence north sixteen degrees west twelve chains more or less to the water's edge of the Bay; thence westerly along the water's edge to the north-eastern angle of the Water Lot in front of the Town Lot number four on Palace Street, otherwise to the north-

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21st February.
Patent of land
south of top of
bank and water
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eastern angle of the said last mentioned Water Lot originally granted to the late Eliza Russell; thence south sixteen degrees east four chains fifty links more or less, to the south-eastern angle of the said Water Lot granted to Eliza Russell; thence south seventy-four degrees west two chains more or less to the eastern limit of Caroline Street produced; thence south sixteen degrees east, eight chains seventy links more or less to the aforesaid line between the point near the site of the late French Fort and Gooderham's Windmill; thence north sixty-five degrees east along said line three chains ninety links more or less to the place of beginning, containing four acres, more or less.

Thirdly:—Commencing at the intersection of the produced western limit of Caroline Street, with a line produced from the point near the site of the late French Fort, west of Toronto Garrison, to Gooderham's Windmill; thence north sixteen degrees west forty links more or less to the south-eastern angle of the Water Lot in front of the east half of Town Lot number five on Palace Street, otherwise the south eastern angle of the Water Lot originally granted to Jacob Herchmer; thence south seventy-four degrees west seventy-seven links more or less to the south-west angle of the said Water Lot granted to Jacob Herchmer; thence north sixteen degrees west three chains and twenty-five links more or less to the south east angle of the Water Lot originally granted to Quetton St. George being the Water Lot in front of the west half of Town Lot number five on Palace Street; thence south seventy-four degrees west two chains more or less to the eastern limit of the Water Lot (originally granted to William Allan) in front of the west half of Town Lot number six on Palace Street; thence south sixteen degrees east four chains twenty links more or less to the aforesaid line between the point near the site of the late French Fort and Gooderham's Windmill; thence north sixty-five degrees east along said line two chains seventy links more or less to the place of beginning, containing one acre more or less.

Fourthly:—Commencing at the intersection of the produced western limit of Frederick Street, with a line produced from the point near the site of the late French Fort, west of Toronto Garrison to Gooderham's Windmill; thence north sixteen degrees west four chains fifty links more or less to the south-eastern angle of a Water Lot granted to Susannah Maria Wilcox, being the Water Lot in front of the east half of Town Lot number seven on Palace Street; thence south seventy-four degrees west one chain more or less to the south-western angle of the said Water Lot as granted to Susannah Maria Wilcox; thence north sixteen degrees west twenty links more or less to the south-eastern angle of the Water Lot in front of the west half of Town Lot number seven on Palace Street, being the Water Lot granted to Alexander Wood; thence south seventy-four degrees west one chain more or less to the south-western angle of the said Water Lot as granted to the said Alexander Wood; thence north sixteen degrees west five chains more or less to the south-eastern angle of the Water Lot in front of Town Lot number eight on Palace Street, as granted to the late Duncan Cameron; thence south seventy-four degrees west two chains more or less to the eastern limit of George Street produced; thence south sixteen degrees east ten chains thirty links more or less to the aforesaid line between the point near the site of the late French Fort and Gooderham's Windmill; thence north sixty-five degrees east along said line three chains eighty links more or less to the place of beginning; containing three acres more or less.

Fifthly:—Commencing at the intersection of the produced western limit of George Street with a line produced from the point near the site of the late French Fort, west of Toronto Garrison, to Gooderham's Windmill; thence north sixteen degrees west five chains seventy links more or less to the south-eastern angle of

21st February.
Patent of land
south of top of
bank and water
lots.

Sixthly:—Commencing at the intersection of the produced eastern limit of New Street, with a line produced from the point near the site of the late French Fort, west of Toronto Garrison to Gooderham's Windmill; thence north sixteen degrees west five chains sixty-five links more or less to the south-western angle of the Water Lot in front of the west half of Town Lot number ten on Palace Street, originally granted to Guy C. Wood; thence north seventy-four degrees east thirty-three links more or less to the north-western angle of the Water Lot granted to Thomas Milburn; thence south sixteen degrees east five chains sixty-three links more or less to the aforesaid line between the point near the site of the late French Fort and Gooderham's Windmill; thence south sixty-five degrees west along said line, thirty-four links more or less to the place of beginning; containing eighteen thousand six hundred and forty-five square links, more or less.

Seventhly:—Commencing at the intersection of the produced western limit of the street on the west side of the Market with a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill; thence north sixteen degrees west five chains more or less, to the south-eastern angle of the Water Lot lettered "G," as originally granted to Henry Hamilton; thence south seventy-four degrees west one chain more or less to the limit between the Water Lot lettered "G" and the Water Lot lettered "H," thence south sixteen degrees east thirty links more or less to the south-eastern angle of the said Water Lot lettered "H," originally granted to Thomas Helliwell; thence south seventy-four degrees west one chain more or less to the Water Lot lettered "I," originally granted to Ulick Howard; thence south sixteen degrees east thirty links more or less to the south-eastern angle of the said Water Lot lettered "I," thence south seventy-four degrees west one chain more or less to the Water Lot lettered "K;" thence north sixteen degrees west ten chains more or less to a line produced from the north-western angle of the present storehouse erected on the Water Lot in front of the south-eastern angle of the Market, commonly called the Farmer's Store, and Bergin's Store, erected at the north-eastern angle of the Water Lot lettered "A," in front of the Town Lot lettered "A," on the north side of Market Street; thence south-westerly along said line to the north-eastern angle of the Water Lot lettered "F," originally granted to John Bishop the elder; thence south sixteen degrees east thirteen chains more or less to the aforesaid line between the point and the site of the late French Fort and Gooderham's Windmill; thence north sixty-five degrees east along said line, three chains more or less to the place of beginning; containing two acres more or less.

Eighthly:—Also commencing at the intersection of the produced eastern limit of Church Street with a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill; thence north sixteen degrees west one chain more or less to the south-western angle of the Water Lot lettered "D," originally granted to John Ewart; thence north seventy-four degrees east one chain more or less to the south-eastern angle of said Water

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Lot lettered "D;" thence north sixteen degrees west thirty links more or less to the southwestern angle of the Water Lot lettered "E," originally granted to D'Arcy Boulton the younger, thence north seventy-four degrees east one chain more or less to the limit between Water Lots "E" and "F;" thence south sixteen degrees east one chain more or less to the aforesaid line between the point near the site of the late French Fort and Gooderham's Windmill; thence south sixty-five degrees west along said line two chains more or less to the place of beginning, containing twenty thousand square links more or less.

Ninthly:—Also commencing at the intersection of the produced western limit of Church Street with a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill; thence north sixteen degrees west six chains eighty links more or less to the south-eastern angle of that part of the Water Lot lettered "A," granted to William Bergin, being south-easterly continuation of that part of the said Water Lot "A," previously granted to William Cooper, situate in front of the Town Lot lettered "A," on the north side of Market Street; thence south seventy-four degrees west two chains more or less to the south-western angle of the aforesaid part of the said Water Lot "A" as granted to the said William Bergin; thence north sixteen degrees west three chains more or less to the southern limit of that part of the said Water Lot lettered "A," as granted to the said William Cooper; thence south seventy four degrees west one chain fifteen links more or less to the eastern limit, of the Water Lot lettered "L;" thence south sixteen degrees east ten chains twenty links more or less to the aforesaid line between the point near the site of the late French Fort and Gooderham's Windmill; thence north sixty-five degrees east along said line three chains twenty links more or less to the place of beginning; containing two acres and a half more or less.

Tenthly:—Also commencing at the Water's edge of the Bay, in the eastern limit of Scott Street produced; thence south sixteen degrees, east thirteen chains more or less to a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill; thence north sixty-five degrees east along said line two chains forty-three links; thence north sixteen degrees west thirteen chains more or less to the Water's edge of the Bay; thence westerly along the same to the place of beginning; containing three acres more or less.

Eleventhly:—Also commencing in the western limit of Scott Street produced and at the Water's edge of the Bay; thence south sixteen degrees east thirteen chains more or less to a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill; thence south sixty-five degrees west along said line four chains ninety links more or less to the eastern limit of Yonge Street produced; thence north sixteen degrees west eight chains fifty links more or less to the south-western angle of that part of Water Lot number one in front of Town Lot number one on the north side of Front Street, granted to the Honorable Thomas Scott, deceased; thence north seventy-four degrees east three chains seventeen links more or less to the south-eastern angle of the said Water Lot number one as heretofore granted to the said Thomas Scott, deceased; thence north sixteen degrees west three chains more or less to the Water's edge of the Bay; thence northerly and easterly along the same to place of beginning; containing four acres and a half more or less.

Twelfthly:—Also commencing at the Water's edge of the Bay in the eastern limit of Bay Street produced; thence south sixteen degrees east ten chains more or less to a line produced from the point near the site of the late French Fort

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west of Toronto Garrison, to Gooderham's Windmill; thence north sixty-five degrees east five chains fifty links more or less to the western limit of the Water lot in front of the Town Lot number two on the north side of Front Street; thence north sixteen degrees west eleven chains fifty links more or less to the Water's edge of the Bay; thence westerly and south-westerly along the same to the north-eastern angle of that part of the Water Lot in front of the Town Lot number four on the north side of Front Street, previously granted to Eliza Russell, deceased; thence south sixteen degrees east four chains fifty links more or less to the south-eastern angle of that part of the said Water Lot previously granted to Eliza Russell, aforesaid; thence south seventy-four degrees west two chains twenty-five links more or less to the south-western angle of that part of said Water Lot previously granted to the said Eliza Russell; thence north sixteen degrees west four chains fifty links more or less to the Water's edge of the Bay; thence westerly along the same to the place of beginning; containing six acres more or less.

Thirteenthly:—Also commencing at the Water's edge of the Bay in the eastern limit of York Street produced; thence south sixteen degrees east twelve chains more or less to a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill; thence north sixty-five degrees east along said line thirteen chains more or less to the western limit of Bay Street produced; thence north sixteen degrees west eleven chains more or less to the Water's edge of the Bay; thence westerly along the same to the place of beginning; containing fourteen acres more or less.

Fourteenthly:—Also commencing at the Water's edge of the Bay in the eastern limit of Graves Street produced; thence south sixteen degrees east thirteen chains more or less to a line produced from the point near the site of the late French Fort west of Toronto Garrison, to Gooderham's Windmill; thence north sixty-five degrees east nine chains fifty links more or less to the western limit of York Street produced; thence north sixteen degrees west twelve chains fifty links more or less to the Water's edge of the Bay; thence westerly along the same to the place of beginning; containing eleven acres more or less.

Fifteenthly:—Also commencing at the Water's edge of the Bay in the western limit of Berkeley Street produced; thence westerly along the said water's edge to the eastern limit of Prince's Street produced; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly along the top of the bank to its intersection with the produced western limit of Berkeley Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing one acre more or less.

Sixteenthly:—Also commencing at the water's edge of the Bay in the western limit of Prince's Street produced; thence westerly along the said water's edge to the eastern limit of Caroline Street produced; thence south sixteen degrees west one chain more or less to the top of the bank; thence easterly along the top of the bank to its intersection with the produced western limit of Prince's Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing four-tenths of an acre more or less.

Seventeenthly:—Also commencing at the water's edge of the Bay in the western limit of Caroline Street produced; thence westerly along the said water's edge to the eastern limit of Frederick Street produced; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly along the top of the bank to its intersection with the produced western limit of Caroline Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing four-tenths of an acre more or less.

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Eighteenthly:—Also commencing at the water's edge of the Bay in the western limit of Frederick Street produced; thence westerly along the said water's edge to the eastern limit of George Street produced; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly along the top of the bank to its intersection with the produced western limit of Frederick Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing four tenths of an acre more or less.

Nineteenthly:—Also commencing at the water's edge of the Bay in the western limit of George Street produced; thence westerly along the said water's edge to the eastern limit of New Street produced; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly along the top of the bank to its intersection with the produced western limit of George Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing three-tenths of an acre more or less.

Twentiethly:—Also commencing at high water mark of the Bay in the western limit of New Street produced; thence westerly along high water mark to the north-western angle of the Water Lot granted to Joseph Shephard and others in trust; thence south sixteen degrees east fifty links more or less to the north-eastern angle of the Water Lot in front of the south-west corner of the Market Buildings and as granted to the City of Toronto; thence westerly in a direct line between the north-western angle of the present storehouse erected on the Water Lot in front of the Town Lot number eight on Palace Street, and Bergin's storehouse erected on the Water Lot lettered "A" in front of Town Lot lettered "A" on Market Street to the western limit of the Market Buildings produced; thence north sixteen degrees west one chain more or less to the top of the bank; thence westerly along the top of the bank to its intersection with the western limit of New Street produced; thence south sixteen degrees east one chain more or less to the place of beginning; containing twenty thousand square links more or less.

Twenty-firstly:—Also commencing at the intersection of the western limit of the street on the west side of Toronto Market with a line produced from the north-western angle of the present storehouse (commonly called the farmer's store) erected on the Water Lot in front of the south-eastern corner of the Market, to the north-western angle of Bergin's (late Cooper's) storehouse erected at the north-eastern angle of the Water Lot in front of Town Lot lettered "A" on Market Street; thence south-westerly along said line to its intersection with the eastern limit of Church Street produced; thence north sixteen degrees west one chain more or less to the top of the bank; thence north-easterly along the same to its intersection with the produced western limit of the street on the west side of the Market aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing half an acre more or less.

Twenty-secondly:—Also commencing at the water's edge of the Bay in the western limit of Church Street produced; thence south-westerly along the said water's edge to the produced eastern limit of Scott Street; thence north sixteen degrees west one chain more or less to the top of the bank; thence north-easterly along the top of the bank to its intersection with the produced western limit of Church Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing three quarters of an acre more or less.

Twenty-thirdly:—Also commencing at the water's edge of the Bay in the western limit of Scott Street produced; thence south-westerly and westerly along the said water's edge to its intersection with the produced eastern limit of Yonge Street; thence north sixteen degrees west one chain more or less to the top of

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the bank; thence easterly and north-easterly along the same to its intersection with the produced western limit of Scott Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing three quarters of an acre more or less.

Twenty-fourthly:—Also commencing at the water's edge of the Bay in the produced western limit of Yonge Street; thence westerly, south-westerly and westerly along the said water's edge to its intersection with the produced eastern limit of Bay Street; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly north-easterly and easterly along the same to its intersection with the produced western limit of Yonge Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing three quarters of an acre more or less.

Twenty-fifthly:—Also commencing at the water's edge of the Bay in the western limit of Bay Street produced; thence westerly along the said water's edge to its intersection with the produced eastern limit of York Street; thence north sixteen degrees west one chain more or less to the top of the bank; thence easterly along the same to its intersection with the produced western limit of Bay Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing one acre more or less, and

Twenty-sixthly:—Also commencing at the water's edge of the Bay in the produced western limit of York Street; thence westerly along the said water's edge to its intersection with the produced eastern limit of Graves Street; then north sixteen degrees west one chain more or less to the top of the bank; thence easterly along the same to its intersection with the produced western limit of York Street aforesaid; thence south sixteen degrees east one chain more or less to the place of beginning; containing one acre more or less, together with all the woods and waters thereon lying and being under the reservations and limitations, uses, trusts and conditions hereinafter expressed, to have and to hold the said parcels or tracts of land covered with water and the said strips of land hereby given and granted, to the said City of Toronto and its successors forever, saving and reserving to us, our heirs and successors, all mines of gold and silver that shall or may be hereafter found on any part of the said parcels or tracts of land hereby given and granted as aforesaid, but nevertheless upon the trusts and to and for the ends, interests and purposes hereinafter declared or expressed concerning the same that is to say: Upon trust, in the first place to and for the public purposes of the said City of Toronto, and from time to time to lease and let such and such parts of the said Water Lots and strips of land as from time to time the Mayor, Aldermen and Commonalty of the said City of Toronto in Common Council assembled may think fit to order and direct, for such term or terms not exceeding in any one term the period of fifty years, reserving by such lease or leases such reasonable rent or rents as the said Mayor, Aldermen and Commonalty of the said City of Toronto in Common Council assembled shall order and direct to be reserved and paid by the lessees; the said rent and rents to be reserved to and for the public use and purposes of the said City of Toronto, and in the next place upon this further trust that all such lots or parts of lots as may be used by the said City of Toronto for the uses or purposes of said City, and in the case of leases of such of them as may be leased as hereinbefore directed the said leases shall respectively contain a clause or covenant that all such lots or parts or parcels of the said lots respectively as may be so used by the said City occupied or leased as aforesaid, shall be filled up three feet above high water level within three years from the time of the said leases respectively, or from the time of such occupation by the said City of Toronto of the said lots or parcels of lots respect-

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ively, the same to be filled up from the water's edge of the Bay to the south side of the Esplanade, marked, laid down and designated in the plan of the said Water Lots hereto annexed; and upon this further trust, that the said City of Toronto shall within three years after the time of occupation of the said Water Lots or parts or portions thereof for the said purposes, and in case of the leases of the said Water Lots or any parts or portions thereof, the said leases shall respectively contain a covenant that within three years from the time of such leasing respectively an Esplanade shall be made and constructed of such materials and according to such plan as shall be devised, ordered and directed by the Act of the Mayor, Aldermen and Commonalty of the said City of Toronto in Common Council assembled, the said Esplanade to be not less than one hundred feet in width and to be made in all the said lots at the place designated in the said plan hereto annexed and marked in the same with the letter "O"; and upon this further trust, that all the stores and buildings to be put up and erected upon the said Water Lots or any or either of them shall in all cases, whether the same be occupied by the said City of Toronto for the purposes of the said City, or whether the same be leased as aforesaid, be built and constructed in such manner and of such materials, and according to such plans as the said Mayor, Aldermen and Commonalty of the said City of Toronto in Common Council shall devise, order and direct; and upon this further trust, that the said City of Toronto shall convey and assure to the different individuals or persons who now are or may be entitled to the lots originally granted, or such parts and portions of the said lots respectively as any person or persons now are or may be entitled to in the said lots heretofore granted, all and singular such parts and portions of the said strips of land along the bank as adjoin to the said lots heretofore granted; provided always the same shall be conveyed to the person or persons subject to such general regulations as affect the whole as to buildings thereon as well as to the regulations respecting the said Esplanade marked "O" on the said plan and such as may be made respecting the making of the bank even and regular; and also upon this further trust, that the said City of Toronto shall convey and assure to the said persons respectively that portion of the said Water Lots which adjoin to and lie on the south of the said Water Lots already granted up to the line marked on the said plan "IK," being the limit of the said lots hereby granted to the said City of Toronto; the same to be conveyed and assured subject to such general regulations as affect the whole, and subject to the provisoes, conditions and limitations herein contained, and all such conveyances or assurances so to be made shall be subject to such conditions as herein are contained; and upon this further trust that the said land covered with water or Water Lots, which lie to the south of the said Water Lots heretofore granted or located, is not to be used by the said City of Toronto, leased or otherwise departed with than as hereinbefore provided for and expressed as respecting the persons respectively who are or may be entitled to the said Water Lots heretofore granted. And whereas, by an Act of the Parliament of Great Britain passed in the thirty-first year of the Reign of His late Majesty, King George the Third, entitled: "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's Reign, entitled: 'An Act for making more effectual provision for the Government of the Province of Quebec, in North America, and to make further provision for the Government of the said Province,' it is declared that no grant of lands thereafter made should be valid or effectual unless the same should contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant Clergy within the said Province in respect of the lands to be hereby granted. Now, know ye, that we have caused allotments or appropriations to be made as follows, that is to say: one-seventh of five acres for the first herein described portion of land;

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one seventh of four acres for the second herein described portion of land; one seventh of an acre for the third herein described portion of land; one-seventh of three acres for the fourth herein described portion of land; one-seventh of an acre for the fifth herein described portion of land; one seventh of eighteen thousand six hundred and forty-five square links for the sixth herein described portion of land; one-seventh of two acres for the seventh herein described portion of land; one-seventh of twenty thousand square links for the eighth herein described portion of land; one seventh of two and a half acres for the ninth herein described portion of land; one-seventh of three acres for the tenth herein described portion of land; one-seventh of four and a half acres for the eleventh herein described portion of land; one-seventh of six acres for the twelfth herein described portion of land; one-seventh of fourteen acres for the thirteenth herein described portion of land; one-seventh of eleven acres for the fourteenth herein described portion of land; one seventh of an acre for the fifteenth herein described portion of land; one seventh of four-tenths of an acre for the sixteenth herein described portion of land; one-seventh of four-tenths of an acre for the seventeenth herein described portion of land; one-seventh of four-tenths of an acre for the eighteenth herein described portion of land; one-seventh of three-tenths of an acre for the nineteenth herein described portion of land; one-seventh of twenty thousand square links for the twentieth herein described portion of land; one-seventh of half an acre for the twenty-first herein described portion of land; one seventh of three-quarters of an acre for the twenty-second herein described portion of land; one-seventh of three-quarters of an acre for the twenty-third herein described portion of land; one-seventh of three-quarters of an acre for the twenty-fourth herein described portion of land; one seventh of an acre for the twenty-fifth herein described portion of land; and one-seventh of an acre for the twenty-sixth herein described portion of land, in lot number six, in the second concession from the Bay, in the Township of York, of our said Province.

Given under the great seal of our Province of Upper Canada, witness our trusty and well-beloved Sir George Arthur, K.C.B., Lieutenant-Governor of our said Province, and Major-General commanding our forces therein at Toronto this twenty-first day of February, in the year of our Lord on thousand eight hundred and forty, and in the third year of our reign.

By command of His }
Excellency-in-Council. }

R. A. TUCKER,
Secretary.

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INSTRUCTIONS DATED 1ST APRIL, 1846, FROM COMMISSIONER OF CROWN LANDS,
TO JOHN G. HOWARD, P.L.S., TO SURVEY THE HARBOUR IN FRONT OF
THE WESTERLY PART OF THE CITY OF TORONTO WITH THE BANK AND
ADJOINING STREETS.

Order in Council, 3rd October, 1845.

SIR,—The Government, desirous of establishing a uniform system of laying out water lots in the harbour of the Province with the view of facilitating access to the wharves, as well as promoting the health and comfort of the inhabitants, has determined to cause surveys of the harbour to be made, and to have subdivisions thereof into water lots projected, leased on the above-mentioned principle.

I have, therefore, to instruct you to survey the harbour in front of the westerly part of the City of Toronto and prepare a plan thereof, on the scale of four chains to an inch, showing the soundings in feet, the features of the bank, and of the position of the streets and wharves already built, and mark on it in pencil a projected subdivision into water lots with a line of wharves, reserving a street or public thoroughfare 150 feet in breadth, measuring from the face of the innermost projected wharf, on which no stores or other buildings are to be erected.

You will transmit with your plan a report on the capabilities of the harbour.

The pay of yourself and party will be at the usual rates.

I have, etc.,

D. B. PAPINEAU,

Comm'r of Crown Lands.

Crown Lands Department,
Montreal, 1st April, 1846.

1846

1st April.
Instructions for
Howard's plan.

ORDER IN COUNCIL DATED 9TH DECEMBER, 1852, APPROVED BY THE GOVERNOR.
GENERAL-IN-COUNCIL THE SAME DAY FOR ISSUE OF LICENSE OF OCCU-
PATION OF LANDS AND WATER LOTS WEST OF PROPERTY PATENTED
21ST FEBRUARY, 1840. (Extract.)

1852

9th December,
Order-in-Council
for license
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water front west
of property
patented 21st
February, 1840.

The Committee have taken into consideration the report of the Commissioner of Crown Lands, dated 19th August, 1852, on an application by the Mayor and Corporation of the City of Toronto, for a grant of the water frontage opposite to the said City and extending from the entrance of the harbor, at the Queen's Wharf, to Simcoe Street, for the formation of a continuous Esplanade by filling out to a certain line to meet the increasing commercial business of that City, and for other public purposes.

The Committee humbly advise that, pending an application to Parliament for authority to convey water lots to corporation at a nominal price, to enable them to carry into effect great public improvements, a license of occupation be granted to the corporation of the City of Toronto, for the unpatented water lots, on the following conditions:

First—That the Esplanade contemplated to be made along the said water frontage be commenced within a period of one year, and be duly proceeded with, and properly maintained upon a plan to be submitted to and approved by Your Excellency in Council, and any alterations in the said plan which in the progress of the work, or at any time after its completion it may be deemed expedient by the said Corporation to make shall in like manner be first submitted to and receive the approval of the Governor in Council.

Second—That a right of way be secured to the public or such public corporations over such portions of the tract, and for such purposes and subject to such regulations as shall be approved by the Governor in Council.

Third—That the portion of the said frontage extending from "Simcoe" to "John" Streets be reserved, subject only to such improvement as from time to time the corporation may by the Governor in Council, be permitted to make thereon.

Fourth—That there shall be specially reserved to the Governor in Council the right of assuming and granting possession of such portions of the said tract as may from time to time be considered eligible as railroad depots, and that in the said license of occupation, special reserve be also made of rights already acquired by any person or persons in or respecting any portion of the said frontage.

Fifth—That before any such license of the said tract be granted, a surrender be obtained from certain trustees to whom, on the 9th June, 1818, a grant of a portion of the same was made for the purposes of a public walk, and also that application be made to the Ordinance Department for a similar surrender of any portion of the said now under the control of that department.

Certified,

WM. H. LEE.

To the Honourable

The Commissioner of Crown Lands, } Ent'd O. C. B. 10-540.
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LICENSE OF OCCUPATION DATED 29TH MARCH, 1853, TO THE CITY OF TORONTO
OF LANDS AND WATER LOTS WEST OF PROPERTY PATENTED 21ST FEBRUARY,
1840.

PROVINCE OF CANADA.

By His Excellency the Right Honorable James Earl
of Elgin and Kineardine, Knight of the Most Ancient and
Most Noble Order of the Thistle, Governor-General of
British North America, and Captain General and Governor
in Chief in and over the Province of Canada, Nova Scotia,
New Brunswick and the Island of Prince Edward and
Vice-Admiral of the same, etc., etc.

1853

29th March.
License of occu-
pation of
westerly water
front.

[SEAL.]

To all whom these Presents shall come.

GREETING.

Know ye that I have granted and do hereby grant unto The Mayor, Alder-
men, and Common Council of the City of Toronto, and their successors in office,
license to occupy all that parcel of land covered with water situate in the City of
Toronto, in the County of York, one of the United Counties of York, Ontario and
Peel, in that part of this Province called Upper Canada, containing fifty-five acres
more or less, and being the Water Lots in the Bay, situate between the eastern
limit of Peter Street, produced and the eastern limit of the Water Lot on which
the Queen's Wharf is constructed, produced—that is to say, commencing at the
water's edge of the Bay at high water mark, and in the eastern limit of Peter
Street, then south sixteen degrees, east fifteen chains more or less to a line drawn
from the site of the old French Fort to Gooderham's Windmill, then south sixty-
five degrees, west thirty-seven chains more or less to the eastern limit produced
of the Water Lot now held in connection with the Queen's Wharf by the Harbour
Commissioners and on which the Queen's Wharf is constructed, then northerly
following the said eastern limit thereof to the water's edge aforesaid, then easterly
following the same to the place of beginning. Also all that parcel of land covered
with water, situate in the City of Toronto aforesaid, containing twenty-four acres
more or less, and being the Water Lot in the Bay, situate between the western
limit of the Water Lot now occupied by Doctor William Rees, under the authority
of the order in Council, dated 18th October, 1848, and the eastern limit of the
Water Lot granted to the Honorable Joseph Masson and Albert Furniss, Esquire,
on the east side of Peter Street, produced—that is to say:—Commencing at the
water's edge of the Bay at high water mark, at the distance of one hundred and
seventy-five feet on a westerly course from the western limit of the Water Lot
granted to Joseph Beckett on the west side of Simcoe Street produced, then south
sixteen degrees east thirteen chains more or less to a line drawn from the site of
the old French Fort to Gooderham's Windmill, then south sixty five degrees west
seventeen chains more or less to the eastern limit of the aforesaid Water Lot
granted to Joseph Masson and Albert Furniss, then north sixteen degrees west
fifteen chains more or less to the water's edge of the Bay aforesaid, then easterly
along the same and passing round the outside of the Commissariat Wharf or
Wharves to the place of beginning.

Reserving free access to the aforesaid Commissariat Wharf or Wharves for
all vessels, boats and persons; also all that parcel of land situate in the City of
Toronto aforesaid, containing nine acres more or less, and being the strip of land

1853

29th March.
License of occu-
pation of
westerly water
front

situate between the southern limit of Front Street and the water's edge of the Bay at high water mark and extending from Brock Street to Bathurst Street—that is to say, commencing in the southern limit of Front Street at the point of its intersection by the western limit of Brock Street, being at the north-east angle of the aforesaid parcel of land; then westerly following the southerly limit of Front Street thirty chains more or less to Bathurst Street; then south sixteen degrees east following the easterly limit of Bathurst Street seven chains more or less to the water's edge of the Bay at high-water mark; then easterly following the said water's edge at high-water mark, crossing the northern extremity of the Queen's Wharf and again following the water's edge as aforesaid easterly to the western limit of Brock Street aforesaid; then north sixteen degrees west two chains eighty links more or less to the place of beginning. *Reserving* the southern extremity of Portland Street and the right of way to the Queen's wharf within the boundaries of the above described tract, and also all that parcel of land situate in the city of Toronto aforesaid, containing two acres more or less and being part of the strip of land between the southern limit of Front Street and the water's edge of the Bay at high-water mark, extending from Peter Street to Brock Street—that is to say, commencing in the southern limit of Front Street at the point of its intersection by the eastern limit of Brock Street, being at the north-west angle of the said parcel of land; then south sixteen degrees east three chains more or less to the water's edge of the Bay at high-water mark; then easterly following the same to the western limit of Peter Street produced; then north sixteen degrees west seventy-five links more or less to the south-east angle of the block of land now occupied by and in the possession of the principal officers of Her Majesty's ordinance; then westerly following the southern limit of the block of land so occupied to the south-west angle thereof; then north-easterly, northerly and north-easterly following the western and northern limits of the said block so occupied to the southern limit of Front Street aforesaid; then westerly along the said southern limit of the said street nine chains more or less to the place of beginning. To have and to hold the aforesaid parcels of land unto the said Mayor, Aldermen and Common Council of the City of Toronto and their successors in office for and during pleasure: subject nevertheless to the following limitations and conditions, that is to say: First—That the Esplanade contemplated to be made along the said water frontage be commenced within a period of one year, and be duly proceeded with and be maintained upon a plan to be submitted to and approved by me in Council, and any alterations in the said plan which in the progress of the work or at any time after its completion it may be deemed expedient by the said Mayor, Aldermen and Common Council as aforesaid to make shall in like manner be first submitted to and receive my approval in Council. Second—That a right of way be secured to the public or to such public corporations over such portions of the said tracts or parcels of land and for such purposes and subject to such regulations as shall be approved of by me in council. Third—That the portion of the said frontage extending from Simcoe to John Streets be reserved, subject only to such improvements as from time to time the said Mayor, Aldermen and Common Council as aforesaid may by me in council be permitted to make thereon. Fourth—That there shall be specially reserved to me in council the right of assuring and granting possession of such portions of the said tracts or parcels of land as may from time to time be considered eligible as Railroad Depots, and that special reserve be also made of rights already occupied by any person or persons in or respecting any portion of the said frontage. And lastly, the aforesaid strip and part of the strip of land are subject also to any claims that may be established by the respective officers of Her Majesty's ordinance or by the military authorities and also to

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the occupation by the Ontario, Simcoe and Huron Railroad Union Company of such space as may be necessary for them for the purpose of a terminus and which has already been taken possession of by them, the said Company to pay for such space such amount as may be awarded by arbitrators to be appointed hereafter in such manner as to me in council may seem fit, and subject likewise to the occupation by other railroad companies of such space as may be required for similar purposes, and the value to be established in the same way.

1853

29th March.
License of occupation of
westerly water
front

Given under my hand and Seal at Arms at the City of Quebec, in the Province of Canada, this twenty-ninth day of March, in the year of our Lord one thousand eight hundred and fifty-three and in the sixteenth year of Her Majesty's Reign.

ELGIN & KINCARDINE.

By command,

A. W. MORIN,

Let.

Orders in Council, 9th December, 1852, and 29th March, 1853.

1853

16 Vict. c. 219.

14th June,
First Esplanade
Act, 16 V. c. 219.

An Act conveying to the City of Toronto certain Water Lots with power to the said City for the construction of an Esplanade.

[Assented to 14th June, 1853.]

Preamble.

Letters Patent
of U. C. 21st
Feb. 1840,
recited.

Order in Council
17th Aug. 1837.

License of
occupation of
29th March,
1853, under
Orders in
Council of 9th
December, 1852,
and 29th of
March, 1853,
recited.

WHEREAS by letters patent, under the Great Seal of the Province of Upper Canada, bearing date the twenty-first day of February, in the year of our Lord one thousand eight hundred and forty, certain water lots or tracts of land covered with water, situate in front of the said City of Toronto, and certain parcels or slips of land situate between the top of the bank and the water's edge of the bay, in the said City of Toronto, adjoining to the said water lots, were under the direction of an Order in Council of the 17th of August, 1837, granted to the mayor, aldermen and commonalty of the said City of Toronto, and their successors for ever, upon trust, to lease the said water lots, or apply them to and for the public purposes of the said city, as the common council of the said city of Toronto, from time to time, might think fit to order or direct: And upon the further trust that within three years from the time the said City of Toronto should occupy any of the said water lots for the uses of the said city, or lease the same, an esplanade of one hundred feet in width, of such materials and plan as the said City of Toronto, by act of common council, might order and direct, should be erected and built in front of the said lots by the said city, or the lessees of the said lots respectively, at the place designated by the letter C, on the Record maps of the Crown Land Department, and designated by the letter O, upon a plan of the said city and water lots annexed to the said letters patent, subject also to the condition that the said esplanade shall be kept in repair by the city or its lessees, as provided for by order in council of 17th August, 1837; and upon the further trust, that so soon as the proprietors of such water lots, in front of the said City of Toronto, as had been granted previously to the date of the letters patent hereinbefore in part recited, should comply with the terms of the said letters patent, and build the said esplanade in front of their respective lots, according to the said plan adopted by the said City of Toronto, and in the place designated on the map annexed to the said letters patent, to convey to such proprietors the extension of the water lots adjoining to their respective lots, as by the said letters patent, and the map annexed thereto is provided and described, and also to convey to the owners of the water lots, according to their respective estates, pieces of land at the foot of the bank, subject to such general regulations, as to buildings and general improvements under the direction of the corporation, as may be devised by the corporation of the said city; and whereas most of the said water lots so granted to the said City of Toronto, have been leased by the said city, and the said leases contain a covenant on the part of the lessees, to build the said esplanade within the time in the said letters patent mentioned, and according to the plan adopted by the common council; and whereas by a certain license of occupation issued by His Excellency the Governor-General, and bearing date the 29th day of March, 1853, which said license of occupation was so issued in conformity with the orders in council of the 9th day of December, 1852, and the 29th March, 1853, His Excellency gave and granted to the said mayor, aldermen and common council of the said City of Toronto, and their successors in office, license to occupy certain other parcels of land covered with water and slips of land lying in front of the said city and in the said license of occupation described, with certain reservations in the said license of occupation set forth, to have and to hold to the said mayor, aldermen and common council of the said city and their successors in

office, for a conditions. Toronto ha mon council the said wa of occupati tures for th annual rate or leasehold said esplan January, c greatly cor such an esp of the said

Be it the advice bly of the the author Great Bri Upper and enacted by

1. Th commonalt with any and build described mentioned of the said the same,

2. An Province t commonalt an amount necessary number of than twen in twenty ing the sa for the co authorizin part there annum to other rate fund of tw payable o either in t or other h

3. An built and the water shall hav provided.

1853

14th June.
First Esplanade
Act. 15 V. c. 219.

office, for and during pleasure, subject nevertheless to the stipulations, terms and conditions therein mentioned; and whereas the corporation of the City of Toronto have, by their petition, prayed that authority may be given to the common council of the said city to erect the proposed esplanade in front of and upon the said water lots, according to the conditions of the said letters patent, license of occupation and the leases to the several tenants thereof, and to issue debentures for the payment thereof, payable within twenty years, redeemable by an annual rate to be levied on such holders of the said water lots, whether freehold or leasehold, as are unwilling or unable to make their respective portions of the said esplanade at their own expense, within twelve months from the first day of January, one thousand eight hundred and fifty-three; and whereas it would greatly conduce to the prosperity and health of the said City of Toronto, that such an esplanade should be forthwith built, and it is advisable that the prayer of the said petition be granted:

Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same.

1. That it shall and may be lawful to and for the mayor, aldermen and commonalty of the said City of Toronto to enter into any contract or contracts with any person or persons who may be willing to undertake the same, to erect and build an esplanade in front of and upon the water lots in the said city, as described in the preamble and the letters patent and license of occupation therein mentioned, of such materials, and according to such plan as the common council of the said city of Toronto may have adopted, or may hereafter adopt regarding the same, according to the provisions of the said letters patent.

Corporation
may contract for
building the
Esplanade, etc.

2. And be it enacted, that notwithstanding any Act of the Parliament of this Province to the contrary, it shall and may be lawful for the mayor, aldermen and commonalty of the said city of Toronto, to pass a by-law to raise a loan for such an amount, not exceeding one hundred and twenty thousand pounds, as may be necessary for the purpose of constructing the said esplanade, and to issue any number of debentures, payable in this Province or elsewhere, in sums of not less than twenty-five pounds, which may be requisite and necessary therefor, payable in twenty years from the respective dates thereof; and for the purpose of redeeming the same, and paying the interest thereon, it shall and may be lawful to and for the common council of the said city of Toronto, in any by-law to be passed authorizing the said loan of one hundred and twenty thousand pounds, or any part thereof, and issuing of debentures therefor, to impose a special rate per annum to be called "The Esplanade Rate," over and above and in addition to all other rates to be levied in each year, which shall be sufficient to form a sinking fund of two per cent. per annum for that purpose, over and above the interest payable on such debentures, which sinking fund shall be invested in each year, either in the debentures provided for by this Act, or in government debentures or other Provincial securities.

Corporation
may borrow
money to build
the same, and
levy a special
rate on owners
of water lots.

Such special rate
to include a
provision for a
sinking fund.

3. And be it enacted, that when the corporation of the said city shall have built and completed that portion of the said esplanade fronting upon and crossing the water lots in the said city, after the owners, proprietors or lessees of such lots shall have failed to construct the same within the time and in the manner herein provided, the city surveyor of the said city, by an instrument under his hand and

City surveyor to
ascertain
amount payable
by owners of lots
on which the
city shall have
made the
esplanade, and
notify them.

1853

14th June.
First Esplanade
Act. 16 V. c. 219.

Provision for
arbitration, if
any such owner
declares himself
dissatisfied with
the amount so
ascertained,

otherwise
certificate of city
surveyor to be
conclusive.

Provision if the
owner be unable
to act, absent,
etc.

Sum finally
ascertained to be
a charge on the
land: and pay-
able in 20 equal
annual instal-
ments.

How recoverable
if not paid.

seal, shall declare the amount which each of such owners or lessees ought to pay to the said city for construction of such esplanade upon and across such water lots respectively, a copy of which instrument shall be served on each such owner or lessee respectively, or sent to his address by mail, if his address be known and be within this Province, and not within the said city.

If such owner or lessee shall within one month after such service leave with the clerk of the common council of the said city, a notice in writing that he refuses to pay the amount declared by the said city surveyor, as the sum payable by him in respect of the improvement made across or in front of his lot, and shall also name an arbitrator to act on his behalf for the purpose of deciding the value of the said improvement, the corporation of the said city shall also name an arbitrator on behalf of the said city, and the two so chosen shall, within three days after the nomination of a person to act for the said city, select a third arbitrator, and in case they fail to do so, the county judge of the county of York, or of any union of counties for the time being, of which the county of York may be one, shall appoint such third arbitrator; and the award or determination of such arbitrators, or any two of them, shall be final as to the amount chargeable on the said water lots respectively, and the owners thereof for such improvement; but if such owner or lessee shall not leave such notice as aforesaid with the city clerk, within one month as aforesaid, then the certificate of the city surveyor shall be conclusive as to the amount to be paid by such owner or lessee:

Provided always, that if such owner or lessee be an infant, or *non compos mentis*, or under any other disability to act for himself, or be absent from the Province or unknown, and there be no person in this Province known to be legally authorized to act for him in the matter upon or to whom the copy of the instrument made as aforesaid by the city surveyor can be served or sent, then the county judge aforesaid, on the application of the corporation of the city, and on being satisfied by affidavit of such fact, shall appoint an arbitrator to act for such owner or lessee, and the said corporation shall appoint another, and the two arbitrators so appointed shall before they act as such appoint a third, or if they cannot agree, then the said county judge on the application of either of them, (after notice to the other of such application) shall appoint the third arbitrator, and the award of the said arbitrators or of any two of them, shall be conclusive as to the amount to be paid to the said corporation by such owner or lessee;

When the amount to be paid as aforesaid shall have been conclusively ascertained by the certificate of the city surveyor or the award of arbitrators as hereinbefore provided, then a memorandum of such certificate or award may be registered in the office of the register of deeds for the county, and being so registered, the sum therein mentioned shall thereafter be a charge upon the lands in respect of which it is payable, and the said sum shall be payable to the corporation of the said city, in twenty equal annual instalments, to become due on the thirty-first day of December in each year, after such registration as aforesaid, with interest from the same date, (or from the day up to which the interest shall have been paid, as the case may be), on so much of the said sum as shall then be unpaid, and the said instalments and interest shall and may be collected, and if not paid, may be recovered from the owners or occupiers of the said lands for the time then being, in like manner, with the same accumulations, and subject to the same provisions as local taxes in the said city, and if the same be not so paid or recovered, then the said lands may be sold in like manner as the lands of non-residents may be sold for non-payment of the local taxes thereon, and the said instalments and interest and all lawful charges shall be paid out of the proceeds

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of such sale, and if the proceeds of the sale be more than sufficient to pay the same, the surplus shall be returned to the owner of the said lands when applied for by him.

Any sums received by the corporation of the said city under this section, shall be applied towards the payment of the principal and interest of the debentures issued under the authority of this Act, and shall be invested and applied in the manner provided in like cases by the Upper Canada Municipal Corporations Acts.

4. And be it enacted, that the memorandum of the certificate or award hereinbefore mentioned, signed by the said city surveyor, or any two of the said arbitrators, (which may be in the form or to the effect mentioned in the schedule hereunto annexed marked A) shall be registered by the register of the county of York, without any further evidence of the execution of the said memorandum than the signature of the persons who purport to sign the same, but there shall be produced to such register at the same time, the original certificate of the said city surveyor, and the original appointment in writing of the arbitrators when such memorandum is signed by arbitrators, together with their award, which papers shall be filed by the said register with the said memorandum, and for filing such papers and registering such memorandum for each lot or parcel of land, such register shall receive the sum of two shillings and sixpence, and no more.

5. And be it enacted, that any by-law to be passed under this Act, shall not be repealed until the debt or debts created by this Act, and the interest thereon, shall be paid and satisfied, and that the one hundred and seventy-eighth section of the Municipal Corporations Act of Upper Canada shall extend to any by-law passed under this Act.

6. And be it enacted, that it shall be the duty of the chamberlain of the said city of Toronto, for the time being, to keep a special account of the said debentures, and to carry the amount received by him arising from the special rate so to be imposed as aforesaid to such account, and to appropriate all and every the sum and sums of money received by him on the said account solely to the liquidation of the principle and interest of the said debentures.

7. And be it enacted, that so soon as the said esplanade shall be completed in the manner above mentioned, and the general regulations as to buildings and improvements under the direction of the corporation upon the system devised by them shall have been complied with, the mayor, aldermen and commonalty of the said city of Toronto shall forthwith convey to the several and respective owners of the said water lots entitled to the same under the said letters patent, the several and respective pieces, parcels and strips of land set forth and described by the said letters patent, and designated on the map or plan thereto annexed: Provided always, that it shall and may be lawful for any of the owners, proprietors or lessees of the said water lots, to erect and build that portion of the said esplanade, fronting upon or crossing their said respective premises, upon giving notice in writing to the chamberlain, for the time being, of the said city of Toronto, within two months after the passing of this Act, of his and their intention so to do and erecting and building and completing the same, according to the conditions of the said letters patent and the said map and plan, within one year from the passing of this Act; And the said special rate authorized to be levied by this Act, shall be rated, imposed and assessed upon such only of the said owners, lessees and proprietors of the said water lots as shall neglect to give the said notice, or refuse to erect and build the said esplanade as aforesaid: And provided always, that the said mayor, aldermen and commonalty of the said

1853

14th June.
First Esplanade
Act 16 V. c. 219.

Application of
moneys received
under this
section.

12 V. c. 81.

On what proof
the memoran-
dum of city
surveyor or the
award shall be
registered.

By-law imposing
the rate not to
be repealed until
debt and interest
are paid.

Duty of the
chamberlain
under this Act.

Conveyance of
lots to the
proper persons
according to the
trust in the
letters patent
hereinbefore
cited.

Proviso.

Annual pay-
ments aforesaid
to be imposed
only on owners
who do not
make their share
of the esplanade.

Proprietors may
build the
esplanade them-
selves on giving
notice to the
chamberlain.

1853

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First Esplanade
Act. 16 V. c. 219.
Esplanade to be
commenced
within a certain
time.

Recital of letters
patent granting
land in 1818 in
trust for a public
walk or mall.

The said land
may be trans-
ferred to corpor-
ation for
purposes of the
esplanade.

Esplanade to be
made on the said
land after sur-
render thereof
and grant to the
city.

Certain instru-
ments confirmed
notwithstanding
any misnomer of
the corporation
of Toronto.

12 V. c. 81.

Right of
ordnance
department
saved.

city, shall commence the said esplanade within one year from the said twenty-ninth day of March, one thousand eight hundred and fifty-three, and shall comply with, observe and perform all and every the reservations, limitations and conditions contained in the said license of occupation mentioned and in part recited in the preamble to this Act.

8. And whereas by letters patent from the Crown, dated the fourteenth day of July in the year of our Lord one thousand eight hundred and eighteen, a certain space or strip of land, denominated by the letter H, on the plan of the then town of York, commencing at the top of the bank in the western limit of the old Government Buildings reservation, adjoining the south-east angle of the said town, then, north sixteen degrees west four chains, more or less, to the southern limit of Palace street, then along the southern limit of the said street, and also following the southern limit of Market street and Front street, until it intersects the western limit of Peter street at the west end of the said Town; then, south sixteen degrees east five chains, more or less, to the top of the bank, following its several turnings and windings to the place of beginning, containing thirty acres, more or less, with allowance for the several cross streets leading from the said town to the water, was vested in John Beverly Robinson, William Allan, George Crookshank, Duncan Cameron and Grant Powell, all of the town of York, Esquires, their heirs and assigns, for ever, in trust to hold the same for the use and benefit of the inhabitants of the then town of York, as and for a public walk or mall in front of the said town: Be it enacted, that the said trustees, or the survivors of them, shall have power to transfer and convey the land so held by them as aforesaid to the mayor, aldermen and commonalty of the city of Toronto, to hold the same upon the same trusts and conditions as are expressed in the letters patent above referred to; or the said trustees may, at their option, surrender and re-convey the said land to Her Majesty, and the Governor of this Province may thereupon, by an order in council, or otherwise, transfer and convey the said lands to the said mayor, aldermen and commonalty of Toronto, upon the same trusts and conditions as are above expressed: and the said mayor, aldermen and commonalty of the said city of Toronto shall have power by this Act, either to make the public walk contemplated in the original grant to the trustees aforesaid, or to continue the esplanade aforesaid through and in front of the said land, or to make such other improvements upon it, for public purposes, as the said city, by its mayor, aldermen and commonalty, may from time to time deem meet; the said mayor, aldermen and commonalty being empowered by this Act to defray the expense of such last mentioned improvements out of the proceeds of the debentures by them hereinbefore authorized to be issued as aforesaid.

9. And be it enacted, that all documents, securities or debentures *bonâ fide* executed or issued before the passing of this Act, by or to the said mayor, aldermen and commonalty of the said city of Toronto, in the name of the said city of Toronto, or in any other form of words designating the same, and to which the corporate seal of the said city has been *bonâ fide* affixed, shall be good and valid, notwithstanding any variation in the use of the corporation name of the said city in such instruments from the form of words prescribed by the *Upper Canada Municipal Corporations Act of 1849*.

10. Provided always, and be it enacted, that nothing in this Act shall apply to or affect any lands or property vested in the principal officers of Her Majesty's ordnance, or shall be construed as giving any power to the mayor, aldermen and commonalty of the city of Toronto, to take, use or occupy any such lands, or to oblige the said principal officers to do any thing to be done in respect thereof, or in any way to interfere with or affect the rights of the said principal officers.

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11. Provided also, and be it enacted, that nothing herein contained shall be construed to impair or affect the right of Her Majesty to the land in front of the lot now occupied by the parliament buildings at Toronto, and extending from Simcoe street to John street, but such land shall be and remain vested in Her Majesty for the public uses of the province, and that part of the said Esplanade along and upon such land shall be made under the superintendence of the commissioners of public works.

12. And be it enacted, that it shall not be lawful for any railway company to carry their railway along, upon or across the said esplanade, without the consent of the Governor in Council, nor if such consent be granted shall any such railway be carried along, upon or across the said esplanade, except upon such line or lines, upon such level, in such manner, and subject to such regulations and conditions as the Governor in Council shall, upon the report of the board of railway commissioners think fit to direct and make; and any railway company which shall be allowed to carry their railway along, upon or across the said esplanade, shall pay such compensation to the said corporation as shall be agreed upon by the said corporation and the company, or if not so agreed upon, shall be fixed by the said board of railway commissioners, and such compensation if so fixed as last aforesaid, may be fixed at a sum payable once for all or at a certain sum payable periodically; and if any railway company whose railway shall be carried along the said esplanade, shall be desirous of having a terminus upon or in the vicinity of the said esplanade, then such terminus may be made at such place, and with such extent of ground, and subject to such other conditions as the said board of railway commissioners shall determine.

13. And be it enacted, that no debentures of the said corporation of the said city of Toronto, to be issued under the authority of this Act, shall be sold by the said corporation for less than their par value, being six per cent. interest per annum.

14. And be it enacted, that this Act shall be a public Act.

1853

14th June.
First Esplanade
Act. 16 V. c. 219.

Land in front
of parliament
buildings re-
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Compensation
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such Railway.

No debentures
under this Act
to be disposed of
under par.

Public Act.

SCHEDULE A.

ESPLANADE DEBT.

No. of Lot.	Name of Owner.	Description of Land.	Amount chargeable thereon in favor of the City of Toronto for Esplanade Im- provement.
1	John Jones	In front of Water Lot No. 5, granted or leased to Joseph Styles as described as fol- lows, that is to say: bound- ed East by, etc.	Forty pounds. John Doe, } Arbitrators. Richard Roe, } or Wright Line. City Surveyor.

ORDER IN COUNCIL DATED 17TH NOVEMBER, 1853, APPROVED BY THE ADMINISTRATOR OF THE GOVERNOR-GENERAL-IN-COUNCIL, ON THE 23RD NOVEMBER, 1853, APPROVING PLAN OF THE ESPLANADE, DATED 3RD NOVEMBER, 1853, PROPOSED BY THE CITY. (Extract).

1853

17th November.
Order in Council
approving plan
of Esplanade
dated 3rd
November, 1853.

On the memorial of the Mayor and Corporation of the City of Toronto, submitting for your Excellency's approval, "A plan and specification of the Esplanade proposed to be made along the water frontage of the City of Toronto," and praying that, in the event of the Government reserving any of the water lots mentioned in the license of occupation, directions may be given that that part of the Esplanade which would be in front of the lots so reserved, may be constructed free of charge to the City; and further praying that the lands west of Brock Street to the Queen's Wharf, granted in the said license of occupation, and those on the top of the bank which were in 1818 vested in certain Trustees, may be, on a surrender by the latter taking place, assigned to the applicants for the purpose of disposing of the same by lease or otherwise, with the view of reimbursing the owners of water lots for the removal of any buildings, etc., or for encroachments, and also to assist in carrying out the contemplated improvement. The applicants also pray to be allowed to use so much as may be required of the earth on the reserved space in front of the Parliament Buildings, for the purpose of filling out to the Esplanade, and finally, they pray that the Government may sanction such a measure as the Legislature may deem it advisable to pass, to adopt a new Line for the said Esplanade east of Simcoe Street, and to amend the Act of the late Session, Chap. 219, authorizing the construction of the Esplanade, so as generally to meet the wishes of the owners and occupiers of water lots, and to facilitate the construction of the proposed work.

The Committee of Council are respectfully of opinion, that the plan of the improvements in front of the City of Toronto, submitted with the Memorial of the Mayor and Corporation of that City, be approved of. That, subject to the regulations already made in the several Orders-in-Council, and in the License of Occupation, granted to the City, the Committee of Council are of opinion that the Government should sanction any measure which may be introduced into Parliament, for conferring on the City of Toronto, full control over all vacant land south of Front Street, including the water lots, with power to lease the said land or water lots, or any portion of them; that with regard to the reservation in front of the Parliament Buildings, the Committee are of opinion that in case that lot be reserved as proposed by Government, the improvements should be made on the same conditions as those in front of any other proprietor's land. That the earth may be taken as requested, provided that any other allowance for such earth made to the City by the contractors shall also be allowed to the Government by the City.

The Committee think this a favorable opportunity of calling your Excellency's attention to the fact that, owing to the rapid increase of the City of Toronto the defensive features of the place are entirely changed, and that consequently it is very desirable that the entire question of the military reservation should be reconsidered. The proposed improvements will interfere with the reservations claimed by the military authorities in two respects, first, as regards the special reservation of a block of land where the engineer's office is now fixed, and which would be entirely cut away if the improvements be carried out. In this case the reservation would be obtained on the lower level, where the land would, in all probability, be equally valuable as on the top of the bank, or if the military authorities wished, the land might be paid for at a valuation. Regard-

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ing the land below the bank, the Committee, under the advice of the Crown Lands Department, are of opinion that there was no reservation of this land made when the last arrangement was effected between the Provincial Government and the military authorities, but at all events it is most important that such reservation should not now be claimed, as it would interfere with the operations of the several railway companies as well as with the improvement of the City of Toronto. If, therefore, any reservation be required for defence, the Committee are of opinion that it should be made further west. The only point remaining for consideration is the price to be charged by the city to the railway companies for any land taken for depots or stations on the water lots conceded to the city. This question will be much simplified if the Grand Trunk Company and the Ontario, Simcoe & Huron Company fix their stations on land to be made west of the improvements now contemplated, and it is therefore unnecessary to consider that subject further at present.

The Committee are further of opinion that no objection can exist to the adoption of a measure for altering the line of the Esplanade formerly decided on and taxing the proprietors for the improvements, on the same principle as that adopted in the Act passed during the last Session of Parliament.

Certified.

WM. H. LEE,

Act'g C. E. C.

The Honourable,

The Commissioner of Crown Lands,
etc., etc., etc.

Ent'd O. C. B. 11-151.

AGREEMENT BETWEEN THE CITY OF TORONTO AND C. S. GZOWSKI, *et al*, DATED 4TH JANUARY, 1854, PROVIDING FOR THE CONSTRUCTION OF AN ESPLANADE ALONG THE WATER FRONT FROM 500 FEET TO 600 FEET IN WIDTH.

1854

4th January.
First Esplanade
Agreement.
(Gzowski Con-
tract.)

ARTICLES OF AGREEMENT made and entered into this fourth day of January in the year of our Lord one thousand eight hundred and fifty-four.

Between Casimir Stanislaus Gzowski, of the city of Toronto in the Province of Canada, Esquire, David L. Macpherson of the same place, Esquire, Alexander T. Galt of the Town of Sherbrooke in the said Province, Esquire, and Luther H. Holton of the City of Montreal in the said Province, Esquire, doing business together under the firm of C. S. Gzowski & Co. of the first part, and the Mayor, Aldermen and Commonalty of the City of Toronto of the second part.

Whereas by certain letters patent of Grant bearing date the twenty-first day of February in the year of our Lord one thousand eight hundred and forty, certain water lots or tracts of land covered with water situate in front of the said City of Toronto and lying between Simcoe Street and Berkeley Street in the said City, and certain parcels or strips of land situate between the top of the bank and the water's edge of the bay in the said City adjoining the said water lots were vested in the said parties of the second part and their successors forever upon trust to lease the said water lots or apply them to and for the public purposes of the said City as the Common Council of the said City of Toronto from time to time may think fit to order or direct, and upon the further trust that within three years from the time that the said City of Toronto should occupy any of the said water lots for the uses of the said City or lease the same, an Esplanade of one hundred feet in width of such materials and plan as the said City of Toronto by act of the Common Council might order and direct, should be erected and built in front of the said lots by the said City or the lessees of the said lots respectively at the place designated by the letter C, in the Record Maps of the Crown Lands Department, and designated by the letter O upon a plan of the said City and water lot annexed to the said Letters Patent.

And whereas by a certain license of occupation signed by His Excellency the Governor General of the Province of Canada, bearing date the twenty-ninth day of March in the year of our Lord one thousand eight hundred and fifty-three, license to occupy certain other parcels of land covered with water and strips of land lying in front of the said City to the west of Simcoe Street aforesaid and in the said license described was granted to the said parties of the second part, and their successors during pleasure, subject nevertheless to the stipulations, terms and conditions therein mentioned.

And whereas by a certain Act of the Parliament of the Province of Canada passed on the fourteenth day of June in the year of our Lord one thousand eight hundred and fifty-three, entitled an Act conveying to the City of Toronto certain water lots with power to the said City for the construction of an "Esplanade," after reciting as is hereinbefore recited it was amongst other things enacted that it should and might be lawful for the said parties of the second part to enter into any contract or contracts with any person or persons who might be willing to undertake the same to erect and build an Esplanade in front of and upon the water lots in the said City as described in the preamble of the said Act, and the Letters Patent and license of occupation therein mentioned of such materials and according to such plan as the Common Council of the said City might have adopted or might thereafter adopt regarding the same according to the provisions of the said Letters Patent.

And also that notwithstanding any Act of the Parliament of this Province to the contrary it should and might be lawful for the said parties of the second

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part to pass a by-law to raise a loan for such an amount not exceeding one hundred and twenty thousand pounds as might be necessary for the purpose of constructing the said Esplanade, and to issue any number of debentures payable in the said Province of Canada or elsewhere, in sums of not less than twenty-five pounds each, which might be requisite and necessary therefor, payable in twenty years from the respective dates thereof.

And also that it should not be lawful for any Railway Company to carry their railway along upon or across the said Esplanade, without the consent of the Governor in Council, nor if such consent should be granted, should any such railway be carried along upon or across the said Esplanade except upon such line or lines, upon such level, in such manner and subject to such regulations and conditions as the Governor in Council should upon the report of the Board of Railway Commissioners think fit to adopt and make, and any railway company which should be allowed to carry their railway along upon or across the said Esplanade should pay such compensation to the said parties of the second part as should be agreed upon by the said parties of the second part, and the Company so occupying the same as aforesaid.

And whereas the site of the Esplanade as laid down in the plan annexed to the said Letters Patent of grant hereinbefore mentioned is not well adapted for the purpose intended and the increased trade and business of the said City of Toronto require a different disposition of the water frontage and a proper location of lines of railway passing through the said City, and the said parties of the second part caused a new plan to be prepared for the whole water frontage of the said City comprising as well an esplanade for that part of the City of Toronto contemplated by the said Letters Patent as also that portion of the said water lots to the west thereof and lying between the west side of Brock street and the east side of Simcoe street, being the same as are described and referred to in the said license of occupation and that portion extending from the east side of Berkeley street to the mouth of the River Don and also those portions retained in the hands of the Government and Ordnance Department together, with provision for railroads thereon, which said plan was adopted by the Common Council of the said City of Toronto and was subsequently submitted to the Board of Railway Commissioners, and upon their report approved of by the Governor in Council.

And whereas the said parties of the first part being the contractors for the western section of the Grand Trunk Railway, from the City of Toronto to Sarnia, have agreed with the said parties of the second part that the said Grand Trunk Railway shall be located and built upon that part of the said Esplanade appropriated as aforesaid for railroads and that the said parties of the first part shall pay for the right to occupy forty feet thereof with three lines of rails, the sum of ten thousand pounds.

And whereas the said parties of the first part have agreed to contract with the said parties of the second part to build the said Esplanade according to the said new plan so adopted and approved of as aforesaid for the sum of one hundred and fifty thousand pounds of lawful money aforesaid, payable as hereinafter set forth, but such new plan cannot be carried into effect under the said recited Act.

And the said parties of the second part intend applying to the Legislature of the said Province at its next session to amend the said Act giving power to the said parties of the second part to construct the said Esplanade according to such new plan, and to raise the funds necessary for the construction thereof by the issue of debentures in the same manner as by the said recited Act is provided.

And whereas the said parties of the first part are willing to enter into such contract to construct the said Esplanade according to the new plan throughout, if such amended Act be passed, and in case the Legislature should refuse to

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pass the same, then to construct the said Esplanade according to the new plan from Brock Street to Simcoe Street, and from the east side of Berkeley Street to the mouth of the River Don, at the eastern end of the said City of Toronto, and to complete the same between Simcoe Street and Berkeley Street, according to the original plan thereof to the Letters Patent annexed upon the terms hereinafter set forth.

Now these presents witness that the said parties of the first part so far as relates to the observance and performance of such of the covenants and agreements hereinafter contained as are or ought to be observed and performed by them, their heirs, executors, administrators and assigns do hereby jointly for themselves, their heirs, executors and administrators, covenant, promise and agree with and to the said parties of the second part their successors and assigns, and the said parties of the second part so far as relates to the observance and performance of such of the covenants and agreements hereinafter contained as are or ought to be observed and performed by them and their successors do hereby for themselves and their successors covenant, promise and agree with and to the parties of the first part their heirs, executors, administrators and assigns in manner following, that is to say:

1. That in case an Act of the Legislature of the Province shall be passed at the next session thereof authorizing the construction of the said Esplanade according to the new plan thereof hereinbefore mentioned, they the said parties of the first part shall and will at their own costs and charges build, sink, erect, construct, fill, level, and in every respect fully complete and finish the said Esplanade from the west side of Brock Street to the mouth of the River Don, at the eastern end of the said City of Toronto, according to the said new plan and the specifications prepared by Walter Shanly, Civil Engineer, together with five iron bridges, leading from Front Street to the level of the said Esplanade, and a wooden bridge over the said River Don, as shewn upon the said new plan, or at such other points or places as the said parties of the second part may select according to the plans and specifications of the said Walter Shanly, all of which said plans and specifications are signed by the engineer of the said parties of the second part, and the said parties of the first part, and in case no such Act of the Legislature shall be passed at the next Session thereof that then the said parties of the first part shall and will at their own cost and charges build, sink, erect, construct, fill, level and in every respect fully complete and finish the said Esplanade from the west side of Brock Street to the east side of Simcoe Street, and from the east side of Berkeley Street to the mouth of the said River Don as hereinbefore provided, and from the east side of Simcoe Street to the east side of Berkeley Street according to the old plan to the said letters patent annexed, including however the said five iron bridges and the said wooden bridge over the said River Don as hereinbefore stated if the said parties of the second part shall require such bridges, and shall and will in all respects execute and complete the said works in the most substantial and workmanlike manner and to the entire satisfaction and under the direction of the said engineer of the said parties of the second part, testified in writing under his hand.

2. That they, the said parties of the first part, shall and will with all possible despatch make and finish all plans, drawings and designs of the said work with all necessary details of the same to the satisfaction to the said Engineer before the commencement of the said works, and that no additions, alterations or omissions shall be made in, to or upon the said works without the written authority of the said Engineer first had and obtained and that such deviation from the original plan of the said work so authorized to be made shall

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under no pretence whatever be made commenced or acted upon till the extra cost thereof or the deduction to be made therefor shall first be settled upon and determined and be reduced to writing and signed by the said Engineer and the said parties of the first part.

3. That the said parties of the first part shall and will find and provide all stone, timber, wood, iron, lime, brick, gravel and earth and other materials of all kinds whatsoever which shall be necessary to be used in or about the said works or any part or parts thereof of the best quality of their several kinds, regard being had to the directions which may from time to time be given by the said Engineer.

4. And also all and all manner of tools, tackle, scaffolding, cartages, machines and implements of every description necessary for the due, complete and proper execution of the said works.

5. And that no materials which shall be brought or left upon the premises for the purpose of carrying on the said work and be estimated for shall be afterwards removed or taken away without the consent in writing of the said Engineer first had and obtained.

6. That the said parties of the first part shall and will at all times during the progress of the said work, keep on the premises competent foremen. And it shall be lawful for the Engineer for the time being by any writing (under his hand) from time to time to direct any foreman or workman retained or employed by the said parties of the first part in or about the works who shall in the opinion of the said Engineer be incompetent to act or behave insolently or improperly to be removed from his employment, and that the said parties of the first part shall and will cause such workman or foreman to be forthwith dismissed, and will not permit him again to come in or upon the said work without the consent in writing of the said Engineer.

7. That in case the said parties of the first part shall not finish or supply the materials for said works of such suitableness, fitness and quality as provided for in the specification, and the Engineer for the time being shall think proper, or shall not execute the said work to the satisfaction of the said Engineer it shall be lawful for the said Engineer to reject such materials as shall appear to him unfit for the purpose intended, and to require the said parties of the first part at their own expense to alter, vary and execute such part or parts of the said works as shall not be done and performed to the satisfaction of the said Engineer, and thereupon the said parties of the first part shall and will remove the materials which shall be so rejected as aforesaid within ten days after notice for that purpose shall be given to them, and in lieu thereof, furnish and supply other good and substantial materials to the satisfaction of the Engineer, and shall and will remove and reinstate and re-execute to the satisfaction of the said Engineer, such parts of the said work and materials as shall have been required to be removed and re-executed.

8. That if the said parties of the first part shall neglect for the space of ten days after being thereunto required in writing by the said Engineer to proceed in the execution of the same or to remove and re-execute any portion or parts thereof which the said Engineer shall require to be removed and re-executed it shall be lawful for the said Engineer to purchase and provide proper and sufficient materials and to employ such other contractors and workmen to execute and complete the said works and to remove and re-execute such parts as the said Engineer shall require to be removed and re-executed as aforesaid as the

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said Engineer shall nominate and appoint for that purpose, and upon such terms as to the said Engineer shall seem reasonable and proper, whose decision in such matters shall be final.

9. That in case the said works shall be executed and completed or any part thereof removed and re-executed under the authority lastly hereinbefore contained, the said parties of the first part shall and will on demand pay to the said parties of the second part all sum and sums of money, costs and expenses whatsoever which shall be incurred or sustained or become payable by reason of the said work being so executed and completed or any part thereof removed and re-executed as last aforesaid. And in case the same shall not be paid when demanded the same shall and may be retained out of the said moneys which shall for the time being be due and payable to the said parties of the first part under or by virtue of these presents. And also that the said parties of the first part shall not nor will in any manner prevent, hinder or molest the said Engineer or any person or persons employed by him from completing or finishing the said works in manner aforesaid, or in using the materials which shall be on the said premises which shall be provided by either party hereto.

10. That the said parties of the first part shall and will, at their own expense, make good all damages which shall or may happen to the said works or any part thereof during the progress thereof from whatever cause the same may happen, and that if during the progress of the said works any materials or things brought or left for the use thereof shall be stolen or lost or destroyed, the loss occasioned thereby shall be wholly borne by the said parties of the first part.

11. And also that they, the said parties of the first part, shall and will well and truly pay or cause to be paid unto the said parties of the second part the sum of three pence Halifax currency for every cubic yard of earth which the said parties of the second part may authorize them to take for the filling up of said Esplanade from the north of the line of slope as designated in the said new plan, and which shall be removed by them, the amount thereof to be deducted from the certificate or estimate of work done and materials furnished to be given by the said Engineer, from time to time as hereinafter is provided.

12. That they the said parties of the first part shall and will from time to time and at all times during the progress of the said work, well, truly and faithfully observe, obey and keep and fulfil all the stipulations, provisions and restrictions in the said Act so to be passed as aforesaid contained and set forth relative to the said works and the carrying on and the completion of the same. And shall and will use all care and due diligence for the safety and convenience of the public while the said works are in progress under this agreement, and shall and will hold harmless and indemnified the said parties of the second part of, from and against all loss or damage they may sustain or be put unto for or in consequence of, or arising out of any of the acts or defaults of them, the said parties of the first part, their officers, servants, laborers or workmen.

Provided always that should anything in the said Act contained render it imperative on the said parties of the second part to change the new plan and specification hereinafter mentioned such deviation or alteration shall be subject as respects the increase or diminution of the costs thereof to the second clause of this agreement, and in case of any dispute arising thereout the matters of difference shall be left to arbitration as hereinafter provided.

13. That they the said parties of the first part shall and will well and truly pay or cause to be paid unto the said parties of the second part the sum of ten thousand pounds of lawful money aforesaid for the said right of way of

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forty feet in width, over, upon, across, and along such part of the said Esplanade appropriated for railroads as the common council of the city of Toronto may hereafter direct and approve of for the use of three railway tracks as aforesaid. And that the said Grand Trunk Railway of Canada shall be located thereon, and the Grand Trunk Railway Company of Canada shall be entitled to use the said forty feet, and the said three railway tracks or so much and so many thereof as shall be required by them.

14. And the said parties of the first part do hereby undertake, promise and guarantee that all the cribwork done and performed by them under this agreement shall and will continue and remain durable and in good order and condition for the space of two years, such guarantee upon each section of the said works as set forth in the said specification to commence from the time each of the said sections shall be certified by the said engineer, to be completed to his satisfaction.

15. And lastly that they the said parties of the first part shall and will commence the building and construction of the said works bona fide within one month from the date of these presents and continue the said works steadily until the completion thereof and finish that portion thereof lying between the west side of Brock street and the east side of Simcoe street on or before the first day of January, in the year of Our Lord one thousand eight hundred and fifty-six. And shall and will finish the entire Esplanade, including the said bridges and all the works connected therewith, according to the said plan and specification and to the entire satisfaction of the said engineer on or before the first day of July, in the year of our Lord one thousand eight hundred and fifty-seven.

16. That the said parties of the second part shall and will by every right and proper way and means in their power exert themselves to secure the passing of an Act of the Parliament of this Province at the next session thereof, fully empowering the said parties of the second part to raise the necessary funds and to build the said Esplanade according to the said new plan throughout from Brock street to the said River Don, together with the said bridges, and shall and will when thereunto required by the said parties of the first part, exercise all power and authorities special and otherwise, conferred upon them by law to aid and assist the said parties of the first part in the execution of this contract.

And in case the said Act shall be passed and the said parties of the first part so and shall in all things erect, build and completely finish the said Esplanade and bridges according to the said new plans and specifications to the satisfaction of the said engineer of the said parties of the second part, that they the said parties of the second part shall and will pay to the said parties of the first part, the sum of one hundred and fifty thousand pounds for the said Esplanade, and the sum of ten thousand pounds for the said six bridges.

Provided, however, that the sum of ten thousand pounds hereinbefore covenanted by the said parties of the first part to be paid for the said right of way of forty feet in width over the said Esplanade as hereinbefore named shall be deducted from the sums above mentioned, and that the total amount to be paid to the said parties of the first part shall not exceed the sum of one hundred and fifty thousand pounds, and provided further that all payments for and on account of the said works shall be made in the debentures of the said parties of the second part bearing interest after the rate of six per cent. per annum, and payable either at London in England in sterling money of Great Britain, or at the City of Toronto in Canada in the currency of the Province in the option of the said parties of the first part as they may from time to time elect, who shall at all

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times receive and take the same at their par value, which, if said debentures be in sterling money will be one pound four shillings and fourpence currency for every pound sterling.

17. That they the said parties of the second part shall and will pay or cause to be paid the said sum of one hundred and fifty thousand pounds to the said parties of the first part in the proportion and at the times and manner following, that is to say: that so soon and so often as the said parties of the first part shall have delivered materials or performed work upon the said Esplanade to the value of five thousand pounds currency to the satisfaction of the said Engineer (such value to be ascertained and made out by and according to a schedule of apportioned amounts to be agreed upon and settled between the said parties of the first part and the said Engineer) they the said parties of the second part shall and will upon the certificate of the said Engineer to that effect, deliver or cause to be delivered unto the said parties of the first part such debentures as aforesaid to the value of four thousand five hundred pounds estimated as aforesaid until the sum directed from such certificates and retained in the hands of the said parties of the second part shall amount to the sum of ten thousand pounds currency when all future certificates of the said Engineer shall be paid in full by the said debentures and the said sum so retained shall be paid in the same manner within thirty days after the whole work to be done under this contract shall be completed to the entire satisfaction of the said Engineer and certified under his hand and that all certificates required from the said Engineer under the provisions of this agreement shall be given without unnecessary or vexatious delay on his part.

18. And in case the said Act so to be applied for as aforesaid shall not be passed, then, that they, the said parties of the second part shall and will well and truly pay or cause to be paid unto the said parties of the first part for the erection of the said Esplanade from the West side of Brock Street to the East side of Simcoe Street according to the said new plan and for the continuation thereof according to the old plan in manner hereinbefore provided from the East side of Simcoe Street to the East side of Berkeley Street and from thence to the mouth of the said River Don according to the said new plan together with the said bridges, in the debentures hereinbefore mentioned so much of the said sum of one hundred and fifty thousand pounds as such reduced work shall amount to according to the said schedule of apportioned amounts so agreed upon by the said Engineer, and the said parties of the first part as hereinbefore provided and in case any dispute shall arise the same shall be settled by arbitration as hereinafter provided.

19. Provided, always that if the said works shall not be completely finished to the satisfaction of the said Engineer on or before the respective days and times appointed for that purpose as hereinbefore is mentioned the said parties of the first part shall and will pay or cause to be paid to the said parties of the second part the sum of one hundred pounds for every week the said work shall remain and continue incomplete and unfinished, and so in proportion for any less time than a week, the same to be recovered as liquidated damages in any of Her Majesty's Courts of Record at Toronto or retained out of any money which shall remain and be payable to the said parties of the first part under or by virtue of these presents.

20. Provided always, nevertheless, that it shall and may be lawful for the said parties of the second part at any time within one month after the passing of the said Act, to alter and vary the said new plans so far as the Railroad appropriation therein is concerned by removing the same further North towards Front

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1854

4th January.
First Esplanade
Agreement
(Gzowski Con-
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Street and in case the same be so removed and the line of excavation be the southern limit of Front Street the said parties of the first part shall pay to the said parties of the second part, threepence of lawful money aforesaid for every cubic yard of earth removed thereby. And in case no such alteration takes place or the line of excavation be not the southern limit of Front Street, that then the quantity of earth to be paid for by the said parties of the first part, shall not exceed one hundred and fifty thousand cubic yards. And further that nothing in the above proviso contained shall in any manner vary or alter or be taken or construed to vary or alter any other clause, matter or thing in the foregoing agreement than is expressly mentioned therein.

Lastly: It is mutually agreed between the said parties hereto that if any difference or dispute shall at any time arise between them, the said parties hereto, as to the terms and meaning of this contract, or the performance or execution of all or any of the works, matters and things thereby covenanted and agreed to be done and performed or any matter or thing arising out of this agreement, relating to the same (save and except those cases hereinbefore specified, in which the decision of the said Engineer of the said parties of the second part is made final as hereinbefore mentioned) such difference or dispute shall be referred to the award, arbitrament and determination of the Chief Engineer of the Grand Trunk Railway of Canada, whose decision shall in all cases so referred be final and conclusive between the said parties hereto. And it is hereby agreed that the submission herein contained may be made a rule of either of the Superior Courts of Common Law of Upper Canada.

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first above written, that is to say, the said parties of the first part, their respective hands and seals, and the said parties of the second part their corporate seal by John G. Bowes, Esquire, the mayor of the City of Toronto, countersigned by Andrew T. McCord, Esquire, Chamberlain of the said City.

Signed, sealed and delivered
in the presence of

C. GAMBLE.
WM. GOODERHAM.

C. S. GZOWSKI, L.S.
D. L. MACPHERSON, L.S.
A. T. GALT, L.S.
L. H. HOLTON, L.S.

J. G. BOWES,
Mayor.
A. T. McCORD,
Chamberlain.



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Specifications.

SPECIFICATION OF WORKS NECESSARY TO THE COMPLETION OF THE ESPLANADE PROPOSED TO BE CONSTRUCTED BY THE CITY OF TORONTO.

NOTE:—This specification is generally taken from the one prepared by Mr. Shanly.

EXTENT. The limit and extent of the esplanade will be as follows:

1. Commencing on the west side of Brock Street produced at a distance measured on said line of 600 feet from N. W. angle of Brock and Front Streets, the front or water line of Esplanade is to be carried straight to the west line of Simcoe Street, produced, intersecting it at 500 feet from its N. W. angle with Front Street.

The length of this straight line, measured on water line of Esplanade, will be 2,450 feet more or less.

2. From the above noted intersection with Simcoe Street, another straight line is to be drawn to a point in the west side of Bay Street produced, distant from the northern boundary of Front Street, 500 feet

The same right line is to be produced to intersect with a point 70 feet east of eastern side of Yonge Street on Gorrie's wharf.

The length of this portion of the front, measured as above, will be 2,380 feet more or less.

3. From the point east of Yonge Street, the water line will run direct to a point in the prolongation of the eastern side of George Street, 580 feet from the northern line of Palace Street, the length of which line will be 1,980 feet, more or less.

4. From the point above noted, a straight line is to be carried parallel with Palace Street, and distant from its northern line, 580 feet, as far as the easterly side of Parliament Street, produced. The distance is 2,070 feet, more or less.

5. The Esplanade proper, may be said to terminate at the point last noted, but thence to the peninsula, crossing the Don River by a frame bridge, the same system of construction is to be carried out; the distance across the bay from the most easterly angle of the Esplanade proper, to where the junction with the peninsula has to be effected, is estimated approximately at 1,850 feet.

6. From the above description it will be understood that the water line of the Esplanade consists of five straight lines, giving a total frontage as follows:

1. Brock to Simcoe Street.....	2,450 feet
2. Simcoe to Yonge Street.....	2,380 "
3. Yonge to George Street.....	1,980 "
4. George to Parliament Street.....	2,070 "
5. Parliament Street to Peninsula.....	1,850 "

Total 10,730 "

The rear or land line of Esplanade (viz., the top of the slope) between Brock and Yonge Streets will be identical with the southern line of Front Street. From Yonge Street easterly for purposes of description, the lines shewn on map giving generally a width of 300 feet to the Esplanade, may be called the rear line. It being, however, clearly understood that to the north of such line, the filling and

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cutting where necessary, are to be continued to the level prescribed. All the intervening space is to be brought to the level of 15 feet 11 inches above the top of the rock used as water gauge at east end of Queen's Wharf.

From Parliament Street to the Don, the water line of this section of Esplanade is to be about 40 feet from the present margin of the bay.

The system of construction to be adopted will be as follows:—

CONSTRUCTION. On the water line of Esplanade as above defined, there is to be a breakwater constructed of timber cribbing, filled with stone. Within the enclosure thus formed all the water space is to be solidly filled up with earth to the level above named; and the earth portion cut down to the same level; and where not occupied by buildings, the face of the bank is to be sloped upwardly towards Front Street, on an inclination of 2 foot base to 1 foot rise.

FOUNDATION. The breastwork enclosing the Esplanade from the Bay is to be of timber cribwork, filled with stone, constructed as follows: When called upon to do so, the contractor will dredge out such parts of the Bay forming the foundation of the crib-work as the engineer may consider necessary—in order that the crib-work may at once obtain a fair foundation without risk of future settlement. The decision of the engineer in this case to be final.

CRIB-WORK. Underneath the water, and to within one foot of its surface, the cribs are to be in lengths of 20 to 33 feet, as may best suit the contractor—in width from out to out, they are to be 11 feet; the front, rear and ends, to be composed of courses of square timber 12 inches by 12 inches, laid evenly, one upon the other, each course to be framed together at the corners with a simple dovetail joint, as shown upon the plan.

FRAMING. Each crib to have a row of floor timber of ten inch face, laid side by side to retain the stones deposited within from falling out; the bottom timbers to be placed on the second course of crib-work; four of the floor timbers in each crib to be let into the under course, to form a tie; cross ties to bind the opposite sides, are to be put in each alternate course of timber, four in one and three in the other course, and so on in as many courses as the height of the crib may require.

These ties (to be not less than 10 inches by 10 inches) are to be dovetailed into the side timbers in such manner that each one will set half its thickness into the course below, and as much into that above it.

SUPERSTRUCTURE. When these underwater cribs have been sunk, filled with stones and sufficient time allowed for them to settle down, (not less than eight weeks after they have been filled with stone), the superstructure is to be commenced as follows:

Instead of the cribs being carried up separately, they are to show above water a continuous and unbroken facing of timber, the front and rear to be of pieces about 30 or 33 feet long (12 inches by 12 inches), the first course being so laid as to have its scarfs about midway of the foundation cribs, and its under side framed to fit upon the dovetailed ties of the upper course of foundation cribs.

The second course of superstructure is to be so arranged that its joints or scarfs will break with those below about 7 feet, and so on with the next courses.

In the rear, the courses are to be racked 6 inches each towards the front so that the finishing width on top will be but 8 feet instead of 11 feet, as on base.

The ties are to be framed in, on the same system as below water, half and half into each course, but to have no projection on front, and the upper or final course

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to have an extra set of ties on top, midway of those underneath; the gains for the dovetails to be six inches deep, and the top of the tie to be flush with that of the timber.

Should the contractors, prefer doing so, the ties may all be, what is termed, locked, into the back course instead of dove-tailed, in which case they must have a projection beyond the rear line of the crib, of at least 12 inches.

TRENAILS. Trenails, 2 inches in diameter and 2 feet 6 inches long, are to be driven through the courses of timber at the following points:

In the side timbers of foundation cribs there are to be two in each space—between cross ties—each one distant from the tie nearest to it, or from the angle joint from 1 foot 3 inches to 1 foot 9 inches; there are also to be three in each course of end timbers, two placed as above stated with regard to the angle joints, and one in the middle.

In the superstructure, the same proportion of trenails to be driven as in the cribs below, and in the same relative positions in front and back courses.

The trenails are to be of an octagonal form, measuring as nearly as possible 2 inches across between parallel faces, the corners being left on so as to ensure their being driven hard in a 2-inch auger bore.

They are to pass clean through two courses, and 3 inches into the third one, and should not be less than 2 feet 6 inches long—3 inches of the upper end, being left the full size, that is about 2 inches square, to act as a head—and on one side they are to be slightly hollowed out, which side, in driving, should face lengthways of the timber of the cribs.

The heads to be smoothly adzed off after the trenail has been driven home.

The holes for the trenails are to be placed so far to one side or the other of the positions above assigned them, as will ensure those in each progressive course from interfering with or cutting those in the courses beneath.

As the cribs are likely somewhat to settle down, even after dredging, they must be framed so as to give rather more height than the actual sounding may seem to require: the under-water cribs will probably average eight courses in height, the superstructures always to be six courses.

Pine and hemlock timber will be preferred for all the work, but black ash, elm or oak, will be admitted as ties below water; the superstructure to be all of pine; all the timber used must be perfectly sound, free from shakes and wane, and of approved quality generally.

The side and end timbers to be twelve inches square, unless where it may be necessary to have the height of the crib some fractional part of a foot more than the regular twelve inch course would bring it to, in which case they may vary between ten and thirteen inches in thickness, to suit the required height.

The ties to be ten inches by ten inches, and as before stated, framed long enough to admit of their having front and rear, the projections pointed out.

The trenails are to be of young, thrifty, white oak, or rock elm, and care must be taken to select for them sound seasoned timber, of the above descriptions,

Cribs.

The workmanship of the cribs and superstructure must be executed in a careful and perfect manner.

In the former the beds of all the ends and side timbers must be hewn, so as to give them full and even bearings one upon the other throughout; the dovetail

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joints are to fit closely and accurately; the shoulders of the ties to be brought up snugly to the back of the timbers, and the under sides of the dovetails must be hewn so as to be perfectly parallel with the upper sides.

In sinking the cribs, great care must be taken to place them in true line, and to bring each succeeding crib close up to its neighboring one; the exact height of each crib must be determined by the soundings to the hard foundation; the level of the upper course to be one foot or thereabouts below the lowest ascertained water mark.

The front courses of the superstructure must be well and truly counterhewn, and any irregularities that may exist in the relative levels of the several cribs beneath, must be so adjusted in laying the first and second courses of superstructure, that all the following courses will present level and uniform beds, and the work must be carried up perfectly plum and in true line, the ends of the ties being cut off smooth with the face of the work.

The scarfs to be adopted are to be a plain butting scarf.

Each scarf to have two trenails similar to those already described, to be so placed as not to approach nearer than within 10 inches of the end wood of the timbers.

The cribs are to be compactly filled for about 10 feet in height to the top of the last course of ties with loose stones; large and small stones mixed are to be used, and the greatest care must be taken to pack the filling as closely as possible, in order to ensure, as far as practicable, equable and uniform setting throughout.

The foundation cribs are to be completely filled before the superstructure can be commenced.

On the last course of cross timbers, four joists, 9 by 6, are to be put down equidistant from each other to receive the plank. Three-inch plank, eight feet long, is to be placed and spiked to the outside joist, being carried through to the front; a capping piece of 12 by 6 inches is to be placed on the front, resting upon the planks, and in the rear of the superstructure, a scantling, 6 by 4 inches in clear, is to be placed on the top of the plank and spiked to it; a piece of waling, 12 by 6 inches, will be bolted with inch screw bolts to the face timber, the bolts alternating up and down, to cover end of plank.

EARTHWORK. The whole space enclosed, as above described, and bounded by the present margin of the bay, is to be formed into dry land by being filled in with earth. As it is anticipated that, independently of the material in the cutting, additional filling will be required, the contractor will have to obtain from other localities what may be necessary, and he will be held to supply, convey and place in position, all the earth that may be necessary to fulfil the intention and design of this contract, viz., that all the space north of the cribwork, where necessary, is to be filled in to the prescribed level.

CUTTING. Therefore, in his tender, while giving in a general price for the filling, the contractor will state what sum per yard he will allow to the corporation for the earth which has to be taken from the natural cutting—such sum to be deducted from the amount of his contract.

The earth filling in to be brought to a height of one foot above the coping of the breastwork, to allow for settling and consolidation of the work, and the work is not to be accepted from the contractors for six months after the filling has been completed previous to which time, at least four months having been allowed for the material to settle, the surface shall have been graded to a true level, and an even and workmanlike finish given to it.

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SLOPES Where streets are to turn down to the lower esplanade level, they are to be graded 66 feet wide, and the side slopes to be 1 foot 6 inches to 1 foot. The highest grade admissible will be 1 in 20.

Whenever the rear of the Esplanade can be sloped, it is to have an inclination of 2 feet base to 1 foot rise, and to be neatly and evenly executed.

A ditch is to be cut along the foot of the slope the whole length of Esplanade, and at intervals, where necessary, there shall be paved water-courses to the breastwork, in which openings must be left to admit of the water being discharged into the Bay.

Any logs, timber, rubbish, old wharves, etc., which might interfere with the proper construction of the work herein specified, must be removed at the expense of the contractor (saving all compensation for damage unavoidably done to the properties of individuals), and in carrying on the work, such arrangements must be made as will prevent its operations interfering with or obstructing the access to existing wharves and landing places.

The crib work will be constructed continuously unbroken in the front line of the Esplanade, across the several wharves, and the work will be conducted to cause as little inconvenience as possible to the trade of the various localities.

The work is to be carried on under the supervision of the engineer appointed by the corporation; and before payment can be claimed, everything must have been done to his satisfaction and in strict accordance with the specification.

A reserve of 60 feet will be laid out for a road in the position as may be determined hereafter, such road to be paved and gravelled to a depth of one foot for a width of 30 feet.

Detailed orders for the further guidance of the contractor will be given from time to time as the work progresses, either by the engineer in charge, or person acting for him, and such orders or instructions are to be strictly carried out.

DRAINAGE. The question of sewerage (taken in connection with the drains and watercourses discharging into the Bay within the limits of the waterfront of the Esplanade), will be considered and provided for independently of the work described by this specification, and special arrangements will be made so that the contractor be in no way impeded.

Bridges.

Five bridges will be constructed across the portion of the Esplanade allotted as a railway reserve at the foot of such streets as the engineer in charge of the work may point out.

Any difference in level which may arise in ascending from the northern streets to the roadway of the bridges will be graded up by the contractor, and such ascents will be formed in a workmanlike manner the full width of the street.

The bridges are to have a clear space of 106 feet between the abutments, 24 feet width of roadway, independent of the footpaths, which are each to be 5 feet wide, and shall leave a height of 15 feet 6 inches, measuring from the soffit of the truss or girder to the top of the railway track.

The foundations shall be excavated to the rock, or such other hard natural foundation as may be considered suitable, and, if necessary, timbers to form a platform for building upon will be laid down.

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The masonry is to be of rubble stone work, laid in mortar, well bounded throughout and grouted. It shall be carried up in this manner to the level of the surface of the Esplanade, and then neatly levelled off to receive the cut stone plinth on which the brick work of the abutments is to rest.

The abutments are to be of the best burned white Yorkville brick, laid in mortar, and neatly pointed, capped with cut stone, and those on the side next the city are to be provided with two sets of cut stone stairs, leading from the upper roadway to the Esplanade level.

The abutments on bay side shall have wings attached, with a suitable slope to hold the embankment, and they, as well as the rest of the abutments, shall have a cut stone coping, clamped together.

The superstructure shall consist of a combination of wrought and cast iron, and be built on the system known as the "wrought and cast iron lattice bridge." It is to have an extreme length of about 125 feet, and be 24 feet wide between the trusses, outside of which, on either side of the bridges, will be erected the footpaths, which are to be clear five feet in width, protected on the outside by a hand railing of iron about three feet in height. Both road and foot-paths will be formed of timbers and planking firmly secured to the iron work.

The approaches to the bridges from on either side shall be formed by embankments 36 feet wide at the top, with side slopes of $1\frac{1}{2}$ feet base to 1 foot rise, and an inclination in the line of roadway of not more than 1 foot in 11.

They shall be covered to the width of 16 feet in the centre, with 10 inches in depth of macadamized stone, the upper surface of which, where it joins the bridge, shall be 3 inches higher than the planking of roadway.

The contractor will be held to construct a wooden bridge across the Don, at the termination of the esplanade.

With abutments on proper foundations, piling, if necessary, and carrying them up of sufficient dimensions to sustain the superstructure.

The soffit of the bridge not to be lower than the level of the Esplanade. The bridge itself to have a roadway not less than 22 feet, and two foot walks, each of 6 feet. The whole to be properly painted, and to be a thoroughly complete job, agreeable to plans hereafter to be determined.

18 Vict. c. 175.

An Act to authorize the Grand Trunk Railway Company of Canada to change the location of their line in and near the City of Toronto.

Assented to 19th May, 1855.

1855

19th May.
18 V. c. 175.

Preamble.

Agreement of
the company and
the corpora-
tion of Toronto
recited.

WHEREAS the mayor, aldermen and commonalty of the city of Toronto, did by their agreement, made and entered into on the fourth day of January, one thousand eight hundred and fifty-four, covenant and agree to give and provide for the use of the Grand Trunk Railway Company of Canada, over, upon, across and along the esplanade, to be constructed by the said city along the front thereof, three railway tracks, occupying a space of forty feet in width of the said esplanade, at and for the price or sum of ten thousand pounds of lawful money of this Province; and whereas the said company, after and in pursuance of the said agreement, did thereupon locate their line according to law, in such mode and direction as to enable them to make the connection between the eastern section of their railway lying to the east of the said city, and the western section thereof lying to the west of the said city, over, upon, across and along the said esplanade; and whereas the said company, in consequence of the said covenant so made and entered into on the part of the said city, have proceeded with the execution of their works both east and west of the said esplanade, and have nearly completed the same at a very large outlay; and whereas the works of the said railway between Stratford and Toronto, are in such an advanced state towards completion as to admit of their being opened for traffic during the ensuing autumn, and also for a distance extending from the said city eastward, nearly forty miles, it has become necessary to complete forthwith the connection between the said sections and to erect the necessary station buildings and sidings for the proper working of the said railway; and whereas the mayor, aldermen and commonalty of the said city of Toronto, did on the sixteenth day of April, one thousand eight hundred and fifty-five, by a formal vote of their council, resolve to annul the said contract and to break their said covenant, to the great damage, loss, and inconvenience of the said company, whereby the said company are likely to be deprived of the advantages of their connection along the said esplanade; and whereas it has in consequence become necessary to afford relief to the said Grand Trunk Railway Company of Canada and to give it the necessary powers to alter the location of their line in and near the said city of Toronto in order to connect their said sections to the east and west of the said city;

Breach by the
said corporation.

Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, as follows:

Company em-
powered to alter
the location of
their line and
acquire the
necessary prop-
erty, etc.

1. That it shall and may be lawful for the said Grand Trunk Railway Company of Canada, to alter the location of their said line in such manner as may be found necessary to enable them to make and complete the connection between that portion of their line east of the said city of Toronto, and that portion west of the said city, by such route as may be found most convenient and advantageous; and for this purpose it shall and may be lawful for the said Grand Trunk Railway Company of Canada, to acquire, purchase, and hold in the manner pre-

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scribed by law, all necessary land required in and near the said city of Toronto; and also to pass through, across, over, upon and along such street, or streets, of the said city of Toronto, or parts thereof, and lay down the necessary tracks and sidings within the limits of the said city and its liberties as may be necessary for the purposes aforesaid; Provided, nevertheless, that if the said city of Toronto shall, within two years, proceed with and complete the said esplanade in such manner as to afford the said Grand Trunk Railway of Canada the right of way over, upon, across and along the same, the said railway company shall be bound and obliged to carry and construct their said railway over, upon, across and along the said esplanade when so completed, on being required so to do by the said city of Toronto, and on payment by the said city of all expenditure and damages incurred by the said railway company, in the construction of the necessary works to complete the connection of their said sections of their railway east and west of the said city by such routes as the said Grand Trunk Railway Company of Canada may select under the authority of this Act; And provided also, that if the corporation of the said city and the Grand Trunk Railway Company of Canada cannot agree upon the location of the said line of railway, as authorized by this Act, through any street, or streets, of the said city, or the compensation therefor, if any, then the board of railway commissioners shall, upon receipt of written notice thereof from either the said company or the said city, have full power and authority to decide upon the said location, and to determine the amount of remuneration, if any, to be paid to the said corporation by the said company, and such decision shall be final and binding upon both parties.

2. And be it enacted, that it shall and may be lawful for the said company to make any contract or contracts with the said city of Toronto for the construction of the said esplanade according to such plan and upon such terms as may be agreed upon between them, anything in any former statute to the contrary notwithstanding; and the said city shall have full power and authority on such contracts being made to pass any by-law or by-laws for raising any money or issuing any debentures that may be necessary for the construction of the said esplanade under any such contract, and for the payment of any moneys for any arrangement or arbitration with any water lot owner or lessee, and the said company shall also have power and authority to make such arrangement or proceed to such arbitration, if they shall deem it advisable to do so, and any such arbitration as herein mentioned shall be in accordance with the provisions made for arbitrations, under the provisions of the Acts relating to the said company.

3. This Act shall be a public Act.

1855

19th May

18 V. c. 175.

Proviso.

If the corporation complete the esplanade and allow the company the right of way.

Proviso.

Board of railway commissioners to decide certain matters if the company and the corporation disagree.

Company may contract to make the esplanade.

Corporation empowered to raise the sums required for purposes connected with the esplanade.

Company as contractors may go to arbitration with owners of water lots.

Public Act.

AGREEMENT BETWEEN THE CITY OF TORONTO AND THE GRAND TRUNK RAILWAY COMPANY, DATED 21ST JANUARY, 1856, PROVIDING FOR THE CONSTRUCTION OF A RAILWAY RIGHT OF WAY FORTY FEET WIDE BELOW THE BANK.

1856

21st January.
Agreement for
construction of
forty foot Rail-
way track

THIS agreement, made the 21st day of January, in the year of our Lord, 1856, between the Mayor, Aldermen and Commonalty of the City of Toronto, of the first part, and the Grand Trunk Railway Company of Canada, of the second part.

WHEREAS, by certain articles of agreement, bearing date the 4th day of January, in the year of our Lord one thousand eight hundred and fifty-four, the party hereto of the first part contracted with Casimir S. Gzowski, D. L. Macpherson, L. H. Holton, and A. T. Galt, for the construction of an Esplanade along the front of the City of Toronto, upon the terms and conditions in the said articles of agreement mentioned; and whereas the said C. S. Gzowski, D. L. Macpherson, L. H. Holton, and A. T. Galt, commenced operations under the said contract, and have performed part of the work therein contracted to be performed, and have certain claims and demands against the said party hereto of the first part, under the said contract:

AND whereas the said party hereto of the first part has declared the said contract at an end; and whereas the said party hereto of the second part have agreed to assume the settlement of all claims and demands by the said Casimir S. Gzowski, D. L. Macpherson, L. H. Holton, and Alexander T. Galt, against the said party hereto of the first part, and to relieve and indemnify the said party hereto of the first part from all the said claims and demands:

AND whereas, under the provisions of an Act of the Legislature of this Province, entitled "An Act to authorize the Grand Trunk Railway Company of Canada to change the location of their line in and near the City of Toronto," the said party hereto of the first part are authorized and empowered to contract with the party hereto of the second part for the construction of the said Esplanade, or of any portion thereof. And whereas the said party hereto of the first part are desirous of contracting with the said party hereto of the second part, for the construction of the works hereinafter mentioned.

NOW these presents witness, that the party hereto of the first part, for themselves and their successors, and the party hereto of the second part, for themselves and their successors, mutually covenant, promise and agree the one to and with the other as follows:—

First—The party of the second part agree to assume the settlement of all claims existing between C. S. Gzowski, D. L. Macpherson, L. H. Holton, and A. T. Galt, and the party hereto of the first part, and to indemnify and relieve the said party of the first part of and from the same.

Second.—The parties hereto agree forthwith to submit the said claims, as matters in dispute between them, to the award, final end, and determination of A. M. Ross and T. C. Keefer, Esqrs., and of a third arbitrator, to be chosen by the persons so named before proceeding with the said arbitration, and the parties hereto mutually covenant the one with the other, for themselves and their successors, and that they will well and truly stand to, abide by, perform, fulfil and keep any award which may be made by the arbitrators so named and chosen or by a majority of them. Provided that such award be made in writing, ready to be delivered to the said parties, on or before the first day of March next, the said

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arbitrators, or a majority of them, to have the power to enlarge the time for making their award by writing, under their hand, and to examine all persons and witnesses upon oath. Provided always, and it is hereby agreed, that the said party of the first part shall be at liberty, before the said arbitrators, to dispute the quantity and prices of work, and materials charged for, by the said C. S. Gzowski, D. L. Macpherson, L. H. Holton, and A. T. Galt, and each and every other claim made by them in like manner, as if such arbitration had been made between the said C. S. Gzowski and his said partners and the party of the first part.

Third.—The party of the first part agree to pay the amount of any award which may be made by the said arbitrators, or a majority of them, by virtue of the above reference, in favor of the party of the second part, for and on account of the claims of the said Gzowski and partners against the said city, hereinbefore agreed to be assumed and settled by the said party of the second part, in debentures of the party of the first part, payable in twenty years, with interest thereon at the rate of six per cent. per annum, payable semi-annually, the said debentures and interest to be paid in sterling money, in the City of London, England, at such banking-house as the party of the second part may name, the said sterling money to be at the rate of 24s. 4d. currency for each pound sterling, or in cash, at the option of the party of the first part. Provided always, that if the party of the first part elect to pay the amount of such award in debentures, payable as aforesaid, then the rate of premium or discount at which the said party of the second part shall be bound to receive the same shall be fixed by T. G. Ridout, Esq., cashier of the Bank of Upper Canada, and the parties hereto mutually agree to pay and receive the amount of such award in the debentures, at such rate as the said T. G. Ridout shall so fix. But if the said party of the first part elect to pay the amount of such award in cash, then the said party of the first part shall be allowed a credit of twelve months from the date of such award to pay the same, the amount so awarded to bear interest, at the rate of six per cent. from the date of such award.

The said party of the first part also agree that they will make the debentures so to be issued, payable in such sums as the party of the second part may require. Provided, that they shall not be required to issue debentures for a smaller sum than £100 each. It is also agreed, that the said party of the first part shall declare their option, and deliver the debentures on certificate hereinafter mentioned to the party of the second part, within one calendar month from the making of the said award; and that if the party of the first part do not within the said term of one calendar month elect to pay the said award in debentures, and notify such their election to the parties of the second part, within the said term of one calendar month, then it is understood and agreed between the parties, that the party of the first part shall be held and taken to have elected to pay in cash, in manner and on the terms before mentioned.

Fourth.—The party of the second part covenant as aforesaid forthwith to proceed with the construction of a railway track or way forty feet in width, with all necessary slopes in cuttings in the proportion of one-and-a-half horizontal to one perpendicular, along the front of the City of Toronto, on the line and in the direction marked, on the plan hereto attached, and which shall be taken to be part of the contract.

Fifth.—The party of the first part covenant as aforesaid, that in consideration of the sum of £10,000 of lawful money of Canada, to be paid to the party of the first part they shall and will guarantee the exclusive right of way for the said forty feet track, along the said line, from Brock street to Parliament street,

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as shown on the said plan, to the said party of the second part and their assigns and shall and will indemnify and save harmless the party of the second part their successors, of, from, and against all claims and demands whatsoever, on, by all person or persons whomsoever, for or by reason of the construction of the said forty feet tract, and the said slopes, and shall and will pay and discharge all claims for land, damages, and all costs and expenses of any arbitrament or other legal proceedings which may be necessary, or may be incurred in consequence of the construction of the said tract of forty feet and slopes. It being expressly declared and agreed between the parties hereto, that the party of the second part shall not for or by reason of the construction of the said railway track or slope, be subjected to the payment of a larger sum than £10,000, for any cause whatsoever.

Sixth.—Provided always that the said party of the second part shall not obstruct the approaches to the wharves in front of the city unnecessarily, in the construction of the said forty feet tract; and also that the said party of the second part shall, during the continuance of the said work, at their own expense, keep up at least two lights at night at such approaches to any of the public wharves in front of the said city, where any such work is at the time being proceeded with, and such temporary approaches thereto as may be necessary during the progress of the work.

Seventh.—The said railway track of forty feet in width, with the said slopes, to be constructed by the party of the second part, in such manner as may be considered necessary by the engineer appointed by them to superintend the construction of the same. Provided always, that no alteration in the line so marked on the plan hereto annexed shall be made without the consent of the party of the first part, and that the proportion of one-and-a-half to one be observed.

Eighth.—The party of the second part covenant as aforesaid, that in the construction of the said railway track they shall not and will not obstruct the escape of the present public sewerage of the city.

Ninth.—The party of the first part covenant as aforesaid, that they shall and will pay to the party of the second part, and for the construction of the said railway track and slopes as follows, the price and quantities of all works and materials to be fixed by the arbitrators hereinbefore named, within one month from the date of this agreement.

And the parties hereto mutually covenant the one with the other for themselves and their successors, that they will well and truly stand to, abide by, perform, fulfil and keep any award which may be made by the arbitrators so named and chosen, or by a majority of them, or by such arbitrators as may be hereafter named and chosen, as hereinafter provided, so that their award may be made in writing, under the hands of the said arbitrators or a majority of them.

Tenth.—That the party of the first part covenant as aforesaid, that they shall and will monthly give to the party of the second part a certificate, under the seal of the party of the first part, of the amount payable, at the rates to be fixed by the said arbitrators as aforesaid, for the work done and materials furnished by the party of the second part, such monthly certificates to be given upon the certificate of the Engineer in charge of the work.

Eleventh.—The party of the first part agree to pay for all work done and materials furnished in the construction of the said railway track in debentures of the party of the first part, payable in twenty years, with interest thereon, at the rate of six per cent. per annum, payable semi-annually; the said debentures and interest to be payable in sterling money, in the City of London, England, at such

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banking-house as the party of the second part may name; the said sterling money to be at the rate of 2s. 4d. currency for each pound sterling, or in cash, at the option of the party of the first part. Provided always, the said party of the first part shall, within one month from the date of this agreement, declare their option as to whether they will pay in debentures or in cash, and that no alteration shall afterwards be made in the mode of payment.

Twelfth.—If the party of the first part elect to pay for the said work, materials and other claims, in debentures, payable as aforesaid, then the rate of premium or discount at which the party of the second part shall be bound to receive the same shall be fixed by Thomas G. Ridout, Esq., Cashier of the Bank of Upper Canada, and the parties hereto mutually agree to deliver and receive the said debentures at such rate as the said T. G. Ridout shall so fix. But if the said party of the first part elect to pay in cash then the said party of the first part shall be allowed a credit of twelve months from the date of such monthly certificate, to pay such certificate, the said amount to bear interest at the rate of six per cent. The said party of the first part also agree that they will make the debentures so to be issued for the said work payable in such sums as the party of the second part may require. Provided that they shall not be required to issue any debenture for a smaller sum than £100.

Thirteenth.—The party of the first part further covenant, as aforesaid, that they shall and will furnish to the party of the second part, such earth as the party of the second part may require for the construction of the said track of forty feet and slopes as aforesaid, and which it may be in the power of the party of the first part to grant, at and for the price of threepence for each cubic yard, and the party of the second part covenant as aforesaid, that they will well and truly pay to the party of the first part the price of threepence per cubic yard for each yard of earth so furnished, or shall and will allow the same as a payment on account of the work done under this contract.

Fourteenth.—The party of the second part further covenant as aforesaid, that they shall and will well and truly pay to the said party of the first part that sum of £10,000, upon the said party of the first part assuring to the said party of the second part and their assigns the exclusive right of way over, upon and along the said railway track of 40 feet

Fifteenth.—The party of the second part further covenant as aforesaid, that they will by all means in their power assist the party of the first part in obtaining a Patent from the Crown of all lands and land covered with water, which the party of the first part now hold or claim or claimed title to, under the license of occupation granted to the party of the first part, on the 29th day of March, 1853, so soon as these presents are executed.

Sixteenth.—It is also agreed between the parties hereto, that as well the party of the first part and their assigns, as also all owners of lands or land covered with water immediately to the south of and abutting upon the southerly side of the said forty feet track, or entitled to the slope immediately to the north of the said track west of Bay Street in the said City of Toronto, and their assigns shall have the right to build over the said track provided that all erections be done upon and according to such plan as shall be approved of by the Board of Railway Commissioners. And provided also that such erections do not interfere with the lightening, ventilating and other, the full and free use of the track by the said party of the second part.

Seventeenth.—And whereas, doubts have been entertained as to the liability of the party of the second part, to make and erect bridges and crossings over and

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upon the said tracks, for and by reason of the occupying and using the same by the party of the second part as a Railroad Track. It is hereby expressly declared and agreed, that the party of the first part shall not require the said party of the second part, to build, find or procure any Bridges, Ramps, Crossings, or any other approaches whatever, over, along, or to the said Railway Track; but shall provide all such, if and whenever required, at their own expense; it being the intention of the parties to these presents, that the party of the first part, for and in consideration of the said sum of £10,000, so to be paid as aforesaid, do guarantee and indemnify the party of the second part of, from and against all claims and demands whatever, for or by reason of the Railway of the party of the second part being placed on said track of 40 feet.

Eighteenth.—The party of the second part do further agree, that they shall and will assist the party of the first part, in so far as may be necessary in contracting for, or constructing the Esplanade along the front of the City of Toronto, under the second section of the Act passed in the Eighteenth year of Her Majesty's reign, Chap. 175; and fixing upon and determining the plan and site of the said Esplanade, and in taking any other benefit under the said Act for the purpose of conferring upon the party of the first part the powers mentioned in the said Act concerning the said Esplanade, if the party of the first part shall deem it advisable to require such assistance; the party of the first part agreeing to pay all costs and expenses thereby incurred. And the party of the first part agree that they shall not to let, contract nor construct the Esplanade, or general earth-filling until after the party of the second part shall have completed the said Railway Track and slopes. Provided always that the party of the second part shall use all reasonable expedition to finish the said Railway Track during the present year. It is also mutually agreed that the party of the first part shall not interfere unreasonably with the party of the second part, nor shall the party of the second part interfere unreasonably with the party of the first part in the formation of the Railway Track, or after the construction and occupation of the said Track by the said party of the second part, or in the construction of the said Esplanade; but each shall and will afford all proper facilities to the other.

Nineteenth.—It is agreed that on any reference to arbitration under any of the provisions of this agreement, all maps, plans, surveys and documents made by C. S. Gzowski & Co., or the party of the second part shall be produced before and submitted to the arbitrators, who may act in any of the above matters, and the same shall be open to and may be used and referred to by the parties hereto, for the purposes of such arbitration. It is also agreed that if the said Alexander McKenzie Ross shall be unable or refuse to act as an arbitrator, then the party of the second part shall have to right to nominate another person in the place of the said Alexander McKenzie Ross; and if the said Thomas C. Keefer shall be unable or refuse to act as an arbitrator, then the party of the first part shall have the right to nominate another person in the place of the said Thomas C. Keefer.

Twentieth.—It is agreed that the submission herein contained, and any award made thereunder, may, on the application of either party, be made a rule of one of the Superior Courts of Common Law for Upper Canada.

Twenty-first.—Lastly, it is agreed, that in the event of any application to the Legislature being considered necessary or expedient by either of the parties hereto, for the purpose of confirming or sanctioning any stipulation or agreement herein contained, the parties hereto shall and will, and hereby do consent to such application being made; and further, if the party of the first part shall deem it expedient to apply to the Legislature for any purpose whatever connected with the construction of the Railway Track or of the Esplanade, or the general earth-

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filling, or the laying out, or planning, or alteration of the same, the party of the second part shall and will assist the party of the first part by all reasonable means in such application, and in procuring whatever legislation may be required on the subject.

And whereas the track of the Ontario, Simcoe & Huron Railroad Company passes upon that part of Front Street aforesaid, which will be required for the slope in the construction of the track of the party of the second part, and it is necessary that some provision should be made in reference thereto:

Now these presents witness, that it is mutually agreed between the said parties of the first and second parts, that if the said party of the first part shall at any time within one calendar month from the execution of these presents desire to make any deviation from the location of the said track of the party of the second part, as laid down upon the said plan, so as to prevent interference with the said track of the Ontario, Simcoe & Huron Railroad Company, then that the said party of the second part, on notice thereof within the period aforesaid, shall proceed to execute their said track upon that part thereof lying between Brook and Bay Streets, on such part of the frontage of the said City as shall not be further south than twenty-six feet from the southern line of the said forty feet, as laid down on the said plan; and all the covenants, agreements, and provisions herein contained and applicable to the said forty-feet track, as laid down on the said plan, shall be applicable to the said substituted track as fully and effectually to all intents and purposes as if such substituted track had been the track originally laid out on the said plan, and had been specially referred to in all the provisions of these presents.

AS witness the hands and seals of the said parties, the day and year first above written.

G. W. ALLAN,
Mayor

A. T. McCORD,
Chamberlain.

[L.S.] JOHN ROSS,
President Grand Trunk Railway
Company of Canada.

Signed, sealed and delivered in
presence of

C. GAMBLE.
W. SHANLY.

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Agreement for
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way track.

AGREEMENT BETWEEN THE CITY OF TORONTO AND THE GRAND TRUNK RAILWAY COMPANY DATED 30TH AUGUST, 1856, PROVIDING FOR THE CONSTRUCTION OF AN ESPLANADE ALONG THE WATER FRONT 100 FEET WIDE.

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30th August.
Second Esplanade Agreement.

THIS indenture made the thirtieth day of August, in the year of our Lord one thousand eight hundred and fifty-six, between the Mayor, Aldermen and Commonalty of the City of Toronto of the first part, and the Grand Trunk Railway Company of Canada of the second part.

WHEREAS by certain articles of agreement bearing date the twenty-first day of January, in the year of our Lord one thousand eight hundred and fifty-six, and made between the said parties hereto of the first and second parts, after reciting a certain contract made between the said parties hereto of the first part, and certain parties doing business together under the firm of "C. S. Gzowski & Co.," for the construction of an Esplanade in front of the City of Toronto, according to a certain plan or specification to the said contract annexed, and that the said parties hereto of the first part, had declared said contract at an end, it was agreed among other things that the claims of the said C. S. Gzowski & Co. should be treated as claims by and on behalf of the said parties hereto of the second part, and should be referred to arbitration as in the said agreement is mentioned and set forth.

AND whereas the arbitrators therein mentioned made their award of and concerning the matters thereby referred to them, which award is to be and remain in full force and virtue, notwithstanding the execution of these presents.

AND whereas in a certain other portion of the said agreement, it was provided that the said parties hereto of the second part should construct a railway track or way forty feet in width along the front of the said City of Toronto, according to a plan and specification thereto annexed, and upon certain terms therein set forth, and that the said parties hereto of the first part for the consideration therein mentioned should guarantee to the said parties of the second part the exclusive right of way for the said forty feet track according to the line upon the said last mentioned plan laid down.

AND whereas since the execution of the said last mentioned agreement, it has been discovered that an error was made in locating the said Railway Track of forty feet and that the said parties of the first part had not the power to authorize any such location of the said forty feet track, and it has been agreed between them to cancel the said agreement of the twenty-first of January, one thousand eight hundred and fifty-six, so far as relates to the construction of the said forty feet track and the guarantee of the right of way thereon, and to substitute these presents therefor.

Now this indenture witnesseth that the said parties of the second part do hereby for themselves and their successors, covenant, promise and agree to and with the said parties of the first part, their successors and assigns, in manner following, that is to say:—

First.—That for and in consideration of the sum of seventy thousand pounds of lawful money of Canada to be paid to them as hereinafter set forth, they the said parties of the second part shall and will forthwith commence and proceed with the construction of the Esplanade in front of the City of Toronto upon the line originally designed and laid down upon certain letters patent of grant to the said City of Toronto of the Water Lots in front thereof, between Berkeley Street and Simcoe Street in the said City of Toronto, bearing date the 21st day of January, in the year of our Lord one thousand eight hundred and forty, and which line is marked out and designated in the plan hereunto annexed, which plan is to

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be taken as part of this contract, and from Simcoe Street to Brock Street on the line laid down in the said plan hereto annexed and according to the specification hereto also annexed, so soon as the said parties of the first part shall give possession of the land necessary for the construction thereof to the said parties of the second part, and also shall (and will) grade, level, and make the sixteen streets leading thereto and thereon according to the said plan and specification, and build and construct the four sewers in the said specification also mentioned according to the said plan and specification, and that the whole of the said works, Esplanade, streets and sewers shall be fully completed in every respect, according to the said plans and specifications on or before the first day of December, in the year of our Lord one thousand eight hundred and fifty-seven.

Second.—That in the construction of the said Esplanade and other works hereinbefore mentioned, they, the said parties of the second part, shall and will find and provide all materials necessary for the construction thereof, and that all such materials shall be of the best kind of their various sorts, and that the whole of the works hereby contracted for shall be completely finished within the time above limited in a good, workmanlike and substantial manner, to the entire satisfaction of the Chief Engineer of the said parties of the first part for the time being.

Third.—That during the construction of the said works they, the said parties of the second part, shall not nor will unnecessarily obstruct or interfere with or suffer or permit to be obstructed or interfered with, the approaches from the said City of Toronto to the wharves and piers in front thereof, and shall and will maintain and keep when required such temporary approaches thereto as the said Chief Engineer may deem requisite for public safety, with at least two lights burning at night to each approach, and shall and will until the said four sewers are completed and fit for use make proper provision for the escape of stagnant water and the sewerage of the said City of Toronto.

Fourth.—And also that they the said parties of the second part shall and will, when the earth shall have been excavated by them under this agreement to the southern limit of Front street as laid out on the said plan, finish the same with a slope of one foot and a half horizontal to one foot perpendicular.

Fifth.—That all the work done and performed by the said parties of the second part under this agreement, shall and will continue and remain durable and in good order and condition for the space of one year from the completion of the same by the said parties of the second part, and the acceptance of the same by the said parties of the first part, which acceptance shall take place whenever the said works are finished to the satisfaction of the Chief Engineer of the said parties of the first part for the time being, and that if it should happen that the said Esplanade and other works should not be constructed and completed as aforesaid within the time aforesaid through or by means of any neglect or default of the said parties of the second part or of their workmen or servants in the performance of the work so contracted to be done, executed and performed as hereinbefore mentioned, then that they the said parties of the second part and their successors, will and shall forfeit and pay unto the said parties of the first part, their successors and assigns, the sum of one thousand pounds lawful money of Canada for each and every calendar month which shall be taken up in finishing or completing the said Esplanade and other works according to the said plan and specification after the said first day of December, in the year of our Lord one thousand eight hundred and fifty-seven, such forfeitures to be retained and deducted out of so much of the said sum of seventy thousand pounds as for the time being shall remain unpaid.

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Sixth.—That they the said parties of the second part, shall and will well and truly pay or cause to be paid to the said parties of the first part, the sum of ten thousand pounds of lawful money aforesaid for a right of way of forty feet in width over, upon, and along the southern or front line of the said Esplanade as laid down on the said plan, and which said track shall be used exclusively for railway purposes, and which said sum shall be paid to the said parties of the first part upon the completion of the said Esplanade according to the terms of this contract and the guaranty of the said right of way to the said parties of the second part. Provided always, that before the said work or any part thereof shall be commenced or proceeded with, a schedule of prices by which the monthly estimates hereinafter mentioned shall be governed shall be agreed upon between the Engineers of the parties hereto of the first and second parts, which said schedule shall be based upon the quantities of work to be performed, and the said price or sum of seventy thousand pounds it being expressly agreed and understood that such schedule and estimates thereon based are only for the purpose of guiding the Engineer in forming the monthly estimates, and are not to be held or taken in any respect to alter or vary the contract.

Seventh.—And the said parties of the first part do hereby covenant, promise and agree to and with the said parties of the second part, that they the said parties of the first part shall and will upon the execution of these presents forthwith give possession of the land upon which the said Esplanade is to be built, according to the said plan, to the said parties of the second part, and upon payment of the said sum of ten thousand pounds as aforesaid, they the said parties of the first part shall and will guaranty to the said parties of the second part the exclusive right of way to the same width from Brock Street westward over, upon and across the Station ground of the Ontario, Simcoe and Huron Railroad Union Company to the Queen's Wharf on the line laid down on the plan hereto annexed, free of charge to the said parties of the second part, except the expense of preparing the same for a Railway Track, which is to be at the expense, cost and charges of the said party to the second part; and also, that they the said parties of the first part shall and will hold harmless and indemnified the said parties of the second part of, from and against all claims and demands whatsoever of all persons whomsoever, for or by reason or arising out of the construction of the said Esplanade, or of the works hereby contracted to be performed under this agreement. It being expressly declared and agreed by and between the parties hereto, that the said parties of the second part shall not for any reason whatsoever be subjected to the payment of a larger sum than ten thousand pounds for or on account of the said right of way along the line of the said Esplanade.

Eighth.—And also that they the said parties of the first part shall and will well and truly pay or cause to be paid to the said parties of the second part for the construction and completion of the said Esplanade and other works hereinbefore mentioned, the sum of seventy thousand pounds of lawful money aforesaid in the manner hereinafter set forth.

Ninth.—That at the end of each and every month the Engineer of the said parties of the first part shall prepare and furnish to the parties of the second part, a certificate under his hand of the amount of work done and materials provided for the work hereby contracted to be performed, which said certificate based upon and regulated by the prices in the said schedule agreed upon as aforesaid shall entitle the said parties of the second part to ask and demand from the Chamberlain of the said City of Toronto, or the proper officer for the time being, an acknowledgment under the corporate seal of the said parties (of the first part), that ninety per cent, of the amount of such certificate is due and payable

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by the said parties of the first part to the said parties of the second part, with interest after the rate of six per cent. per annum, one year from the date of such acknowledgment.

Tenth.—And that the said parties of the first part shall and will pay to the said parties of the second part the remaining ten per cent., the balance of such monthly certificates, with interest from the respective dates thereof, at the expiration of one year after the whole work hereby contracted to be performed shall be completed and accepted by the said parties of the first part.

Eleventh.—And further, that in case of the death or absence of the Engineer of the parties of the first part, or there being a vacancy in the said office, or from any other cause whatsoever arising from the act of the said parties of the first part or their Engineer, the said parties of the second part shall be delayed or prevented from receiving the said monthly certificate for the space of ten days after the same shall be due, it shall and may be lawful for the Engineer of the said parties of the second part in charge of the works hereby contracted to be performed, to prepare and furnish an estimate of the work done and materials provided based upon the schedule hereinbefore mentioned, which said estimate under the circumstances hereinbefore set forth shall entitle the said parties of the second part to ask, demand, and receive from the said Chamberlain or proper officer, the acknowledgment hereinbefore specified as if such certificate had been granted by the proper officer of the said parties of the first part.

Twelfth.—And in case the said Chamberlain or the proper officer as afore- said shall neglect or refuse for the space of ten days after the same has been demanded to deliver to the said parties of the second part or their agent in that behalf the said acknowledgment for ninety per cent. of the said monthly certificates whether such certificates be made by the said Engineer of the said parties of the first part or by the Engineer of the said parties of the second part as hereinbefore provided, it shall and may be lawful for the said parties of the second part to ask, demand, sue for, recover, and receive from the said parties of the first part the said ninety per cent. of such certificate as if the same was presently payable in cash and notwithstanding anything herein contained to the contrary.

Thirteenth.—And further that they the said parties of the first part shall and will suffer and permit the said parties of the second part to excavate the earth on the south side of Front Street as laid down in the said plan and specification, and to use the same free of charge so far as is provided for by the said specification, and that the said parties of the second part may use the cribbing at present sunk to the east of Simcoe Street also free of charge as they may think best, and further that they may also make use of the materials provided under the former contract for the purposes of the said Esplanade and now in the possession or under the immediate control of the said parties of the first part, the said parties of the second part paying therefor such prices or rates as are mentioned in the said specification.

AND it is hereby mutually agreed between the said parties hereto, and it is the intent and meaning hereof that the plans and specifications hereunto annexed and referred to in the foregoing agreement shall be incorporated therewith, and shall be taken and considered for all purposes whatsoever as part and parcel thereof in all respects whatsoever.

AND lastly for the performance of all the covenants and undertakings herein contained on the part of the said parties of the second part, they, the said parties of the second part bind themselves and their successors to the said parties of the first part and their successors in the sum or penalty of one hundred thou-

1856

30th August.
Second Esplanade Agreement

sand pounds of lawful money aforesaid, and for the performance of all the covenants and agreements herein contained on the part of the said parties of the first part, they, the said parties of the first part bind themselves and their successors to the said parties of the second part and their successors in the sum or penalty of one hundred thousand pounds of lawful money aforesaid.

IN witness whereof the said parties have hereunto set their corporate seals, the day and year first above written.

Signed, sealed and delivered
in the presence of

C. GAMBLE,
W. SHANLY.

JOHN BEVERLEY ROBINSON,
Mayor of the City of Toronto. [SEAL.]

JOHN ROSS,
President G.T.R. Co. of Canada. [SEAL.]

SPECIFICATION FOR THE CONSTRUCTION OF THE ESPLANADE.

1856

30th August.
Second Esplanade Agreement
Specifications.

The Esplanade as laid down in the grant by the Crown of certain Water Lots to the City of Toronto, bearing date the 21st February, 1840, is to be bounded as follows:

First.—Commencing on the west line of Simcoe Street produced at a point 600 feet distant from the north side of Front Street, a line is to be run eastwardly parallel to Front Street, till it strikes the west line of Bay Street produced.

Second.—Commencing on the west line of Berkeley Street produced at a point 620 feet from north side of Palace Street, a line is to be run westwardly parallel to Palace Street, till it strikes the west line of West Market Street produced.

Third.—From the intersection of Esplanade line No. 1 with the west side of Bay Street and of line No. 2 with east side West Market Street, line No. 3 is to be drawn.

These three lines form the front line of Esplanade, as laid down in the patent from the Crown above referred to.

The rear line is to consist of three similar and parallel lines corresponding to Nos. 1, 2 and 3 respectively, and distant from them northward exactly 100 feet.

SYSTEM OF CONSTRUCTION.

The Esplanade is to be enclosed from the Bay by a breastwork of cribwork, the front line of which is to be identical with lines 1, 2 and 3 above described. This breastwork is to be from 11 to 12 feet in width below water level, and about 9 feet wide above water.

The remainder of the work is to be formed by an earthen embankment, the rear line of which on top is to be 100 feet from and parallel to the face of the cribs. The embankment to have a back slope of about two feet horizontal to one foot perpendicular or whatever inclination the sort of material used will naturally take.

The height of the Esplanade is to be the same as that fixed in the contract between the City and Gzowski & Co., of 1st January, 1854, viz., four feet and six inches above the water level of 7th October, 1853.

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30th August.
Second Esplanade Agreement
Specifications.

The breast wall enclosing the Esplanade from the Bay is as already stated to be of timber cribwork filled with stone constructed as follows:

CRIBWORK.—Underneath the water and to within one foot of the surface (at datum level) the cribs are to be in lengths of from 24 feet to 33 feet as may be found most convenient. In width from out to out they are to be 11 feet where the soundings are 8 feet and under. In soundings over 8 feet the width to be increased to 12 feet (vide plan "A" attached hereto).

The cribs are to be composed of front, back and end courses of square timber about 12x12 laid evenly one upon the other, each course to be framed together at the corners by a simple dovetail joint as shewn on the plan.

Cross ties binding each opposite course of side timbers to one another are to be framed in at intervals of about 8 feet from centre to centre and to be cut long enough to admit of their projecting about one inch back and front beyond the faces of the cribs.

These ties (to be about 10x10) are to be dovetailed into the side timbers in such manner that each one will set half its thickness into the course below and as much into that above it, and they are to be so spaced as that those in alternate courses shall come directly over one another.

When the under water cribs have been sunk, filled with stone, and some time allowed for them to settle down, the superstructure is to be carried up as follows:

Instead of the cribwork being in short detached lengths as below water, it is to show a continuous and unbroken facing of timber; the front and rear pieces should be in lengths of from 30 to 33 feet (12x12) the first course on front being so laid as to have its scarfs about midway of the foundation cribs, and its underside framed to fit upon the dovetailed ties of their upper courses (Vide plan "A.")

The width of the superstructure is to be but nine (9) feet, the point courses are to form a plumb face with the foundation cribs, but the rear ones are to be set in upon them a distance equal to the difference between the width of the foundation (which may be variable) and the fixed width of the superstructure.

Each course of the superstructure should be so arranged that the scarfs or joints should break with or overlap those in the course below at least six feet.

The ties of the superstructure are to be framed in on the same system as those below water half and half into each course, but must be cut off flush with the (face on) front. The last course is only to consist of the front timber, the back timber and ties being left out. This coping course is to be firmly pinned or spiked to the courses below, and is intended to retain a coating of coarse gravel or small stone, which is to form the finish of the cribwork.

Trenails two inches in diameter and two feet six inches long are to be driven through the courses of timber at the following points:—

In the side timbers of foundation cribs there are to be two in each space between the cross ties each one distant from the nearest tie or from the angle joint, (from) fifteen inches to twenty-one inches. There are also to be three in each course of end timbers, two placed as above stated with regard to the angle joints, and one in the middle.

In the superstructure the same proportion of trenails to be used as in cribs below, and in the same relative positions in front and back courses.

The trenails are to be at least two and a half feet long so as to pass clear through two courses and a few inches into the third one, and the holes for them should be bored so far to one side or the other of the positions above assigned

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Second Esplanade Agreement
Specifications.

them as will ensure those in each progressive course from interfering with or cutting those in the courses beneath.

Pine and hemlock timber will be preferred for all the work, but black ash, elm or oak will be admitted as ties below the water. The superstructure must be all of white pine, and the timber used throughout of whatever denomination must be perfectly sound and of approved quality.

The side and end timbers should average about twelve (12) inches square but may vary between 10 and 13 to suit soundings. The ties generally should be about 10 x 10.

The trenails are to be of young, thrifty white oak or black elm, and sound seasoned timber.

The workmanship of the cribs and superstructure must be well and carefully executed.

In the former the beds of the side and end timbers must be hewn so as to give them full and even bearings one upon the other throughout. The dovetails are to fit closely and accurately.

The shoulders of the ties to be brought up snugly to the back of the timbers and the underside of the dovetails themselves must be smoothed off so as to be parallel with their upper sides.

The front courses of the superstructure must be well and truly counter-hewn and any irregularities that may exist in the relative levels of the cribs beneath must be so adjusted in laying the first and second courses of the superstructure that all the following courses will present level, uniform beds. The face is to be carried up plumb and in true line, the ends of the ties being dressed off smooth with the face of the work.

The cribs when sunk in their places and filled with stone should be allowed to stand for some time before commencing the upper work in order that they may settle down and come to their bearings before having to receive the weight of the superstructure.

In sinking the cribs care must be taken to bring them as close up to one another as possible. The greatest space between any two cribs should not exceed six inches.

STONE FILLING.—These cribs are to be sunk in their places by being filled with stone, to retain which below a grillage or floor of square or flatted timber may be laid transversely on and notched into the first back and front courses of the cribs. These floor timbers need not exceed 10 x 10 in section, and will only require to be laid close enough side by side to prevent the stone from falling through.

Once a crib is fairly in its place it is to be filled as compactly as possible with stone thrown in loosely. An intermixture of small stone with the large will be preferred as likely to insure greater solidity.

The filling of the superstructure should be done with some attention to packing, and all proper means taken to render it as close and solid as such kind of work can be made.

The top of the superstructure is to have a coating of coarse gravel or small stone about one foot in depth and nine feet wide.

EARTH WORK.—The embankment in rear of the cribbing should be carried up at least six inches higher than the coping of the breast work to allow for subsidence, as the contractors for the work will have to make good any deficiency

1856

30th August.
Second Esplanade Agreement
Specifications

arising from that cause for twelve months after the completion of the work. The rear line of the embankment on top is as before stated to be 100 feet from the face of the cribwork, and the back slope to be of whatever angle the material will naturally take.

As the rear of the embankment will be entirely unprotected from the action of the water, the contractors will not be held liable for any slides that may take place after the earth work has once been finished to its proper width and slope, and the whole work delivered over to the Corporation.

STREETS.—From Brock Street to Berkeley Street inclusive there are to be sixteen streets graded so as to connect the Esplanade with the natural shore of the Bay.

Brock Street, Peter Street and John Street will have to be graded to the form of inclined planes of no greater degree of inclination than one foot rise in sixteen and a half feet horizontal.

All the other streets will be formed by level embankments of corresponding height to the Esplanade, and extending from its rear line to junction with the several streets as they now slope down to the water.

The width of the street planes and embankments is to be sixty-six feet, with side slopes of one and a half horizontal to one foot perpendicular.

As in the case of the Esplanade embankment, the contractor is not to be held liable for the sliding of the earth under the action of the water once the streets have been properly graded.

The contractors are to have the right of using for the embankments free of charge all the spare material now remaining on the city water lots. By spare material is meant whatever there may be left after reserving enough to complete the filling of the city lots between Brock Street and the Parliament Buildings, Front Street being calculated for 100 feet in width with a slope along the face of the bank of one and a half to one.

The contractors will be expected to excavate all the material they can so to obtain to a tolerably even line, but will not be required to make the slope.

SEWERS.—Four sewers are to be constructed across the Esplanade, so as to discharge through the cribwork into the Bay, the mode of construction of these sewers to be as represented on the plan attached (marked "B"). They are to have an area or "water way" of something over 17 square feet, and their flow to be 18 inches below the datum level of the Bay.

These sewers are to be of stone or brick masonry, arched and laid in cement mortar. The position of three of them is fixed as follows:—

First—At Brock Street the sewer to extend from front line of Esplanade to within forty feet of centre of Front Street.

Second—At Simcoe Street the sewer to extend from front line of Esplanade to within 180 feet of centre of Front.

Third—At Nelson or East Market Street the sewer to extend from front of Esplanade to a point in the centre of the street on a line with the extreme rear of the City Hall Buildings.

And number four sewer may be at any other of the streets between Brock and Nelson Streets that the city authorities may choose to direct, and is not to extend further north from the front of Esplanade than to within 180 feet of centre of Front Street (Front Street), as referred to in connection with the sewers is assumed as 100 feet wide.

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30th August.
Second Esplanade Agreement
Specifications.

As some portions of the sewers will have to be built on the fresh embankments of the streets, the contractors are not to be required to construct them until all the other parts of the work shall have been completed, in order that the earth may have time to become solid and compact. Proper provision to be made for the escape of the stagnant water and sewerage.

Any of the timber or stone provided under the original Esplanade contract, and now in possession of the City Council, is to be taken by the contractors at the prices at which they were charged to the city in the award of Messrs. Ross, Keefer & Street, provided such prices can be ascertained; if not, at such prices as may be arranged between the Engineers of the parties of the first and second part.

The framed portions of the timber above referred to to be used in the work in accordance with the specification attached to the original contract, anything in the present specification to the contrary notwithstanding.

The cribs now sunk east of Simcoe Street are to be considered the property of the contractors without charge, and may be moved out to the new line of Esplanade as now adopted or allowed to remain where they now are, and new cribs sunk on the amended line, as the contractors may deem best.

The cribbing now built between Brock and Simcoe Street to remain as it now is, except as regards any repairs required, such repairs to be done by the contractors, and the earth filling in the rear to be completed to the required level to the width of 100 feet from front line of cribbing.

No cribbing is to be built within any existing enclosures where there is at present solid earth filling or permanent crib work filled with stone already laid down, any deficiency of embankment only within such enclosures to be made up by contractors to the extent of Esplanade width, that is to say one hundred feet on top.

The whole of the work to be completed in the most satisfactory and workmanlike manner, and any slips, slides or other defects in the embankments arising during the course of construction to be repaired and replaced by the Grand Trunk Company, and the whole to be delivered up perfect and complete, the Grand Trunk Company being held responsible for the stability of the whole Esplanade Street approaches and sewers for a period of twelve months after the same is or are finally completed.

JOHN B. ROBINSON,

Mayor.

JOHN ROSS,

President G. T. Railway.

Witnesses—

C. GAMBLE.

W. SHANLY.

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GRANT, J. B. ROBINSON, *et al.*, TRUSTEES, TO THE CITY OF TORONTO, DATED
7TH APRIL, 1857, WALKS AND GARDENS PROPERTY BETWEEN FRONT
STREET AND THE TOP OF THE BANK EXTENDING FROM PETER STREET TO
THE EASTERLY LIMIT OF THE TOWN OF YORK.

This indenture made the seventh day of April, in the year of our Lord one thousand eight hundred and fifty-seven, in pursuance of the Act to facilitate the conveyance of real property between the Honourable Sir John Beverley Robinson, Baronet of the City of Toronto, in the Province of Canada, Chief Justice of Upper Canada, and the Honourable George Crookshank of the same place Esquire, of the first part, and the Mayor, Aldermen, and Commonalty of the City of Toronto, of the second part. Whereas by letters patent from the Crown dated the fourteenth day of July, in the year of our Lord one thousand eight hundred and eighteen, a certain space or strip of land denominated by the letter "H" on the plan of the then Town of York, commencing at the top of the bank in the western limit of the old Government Buildings reservation adjoining the south-east angle of the said Town. Then north sixteen degrees west four chains more or less to the southern limit of Palace Street; then along the southern limit of the said street and also following the southern limit of Market Street and Front Street until it intersects the western limit of Peter Street, at the western limit of the said town; then south sixteen degrees east five chains more or less to the top of the bank; then easterly along the top of the bank following its several turnings and windings to the place of beginning, containing thirty acres more or less with allowance for the several cross streets leading from the said Town to the water, was vested in the said parties of the first part together with William Allan, Duncan Cameron, and Grant Powell, all of the Town of York, Esquires, their heirs and assigns forever, in trust to hold the same for the use and benefit of the inhabitants of the then Town of York, as and for a public walk or mall in front of the said Town, and to permit and allow such appropriation, disposition, alteration or improvements to be made of and in the same for the purposes aforesaid, as the Justices of the Peace in and for the then Home District, for the time being in Quarter Sessions assembled, or the majority of them should from time to time thereafter make and direct concerning the same. And whereas by an Act of the Parliament of this Province passed in the sixteenth year of Her Majesty's Reign, chapter two hundred and nineteen entitled "An Act conveying to the City of Toronto certain water lots with power to the said city for the construction of an Esplanade." After reciting the said Letters Patent above mentioned it was enacted that the said Trustees or the survivors of them should have power to transfer and convey the land so held by them as aforesaid to the said parties of the second part upon the same trusts and conditions as are expressed in the Letters Patent above referred to.

And whereas the said William Allan, Duncan Cameron and Grant Powell, have long since departed this life, leaving the said parties of the first part them surviving, and the said parties of the second part have requested the said parties of the first part as such survivors to convey the said space or strip of land in the said Letters Patent described to the said parties of the second part under the provisions of the said Act. Now this indenture witnesseth that in consideration of the premises and of the sum of Six shillings of lawful money of Canada, now paid by the said parties of the second part to the said parties of the first part,

1857

April 7th.
Grant, J. B. Rob-
inson et al to
City of lands
from Front
Street to top of
bank

1857

April 7th.
Grant, J. B.
Robinson et al
to City of lands
from Front
Street to top of
bank

the receipt whereof is hereby by them acknowledged, they—the said parties of the first part—do grant to the said parties of the second part and their successors forever, all and singular the said space or strip of land hereinbefore described in the said Letters Patent and Act of Parliament hereinbefore mentioned referred to and described, to hold the same to the said parties of the second part and their successors upon the same trusts and conditions as are expressed in the said Letters Patent hereinbefore mentioned. In witness whereof the said parties hereto have hereunto set their hands and seals.

Signed, sealed and delivered }
in presence of }

C. GAMBLE,
as to G. C.
A. G. McLEAN.

(Signed) JOHN B. ROBINSON, { SEAL }

GEO. CROOKSHANK. { SEAL }

AN ACT
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20 Vict., Chap. 80.

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AN ACT TO AMEND THE ACT CONVEYING TO THE CITY OF TORONTO CERTAIN WATER LOTS, WITH POWER TO THE SAID CITY FOR THE CONSTRUCTION OF AN ESPLANADE AND TO ENABLE THE SAID CITY TO LOCATE THE GRAND TRUNK RAILROAD AND OTHER RAILROADS ALONG THE FRONTAGE OF THE SAID CITY.

[Assented to 10th June, 1857.]

Whereas under and by virtue of the Act sixteenth Victoria, chapter two hundred and nineteen, the mayor, aldermen and commonalty of the city of Toronto, have contracted with the Grand Trunk Railway of Canada, for the building and construction of an esplanade in front of the said city, according to a certain plan to the said contract annexed, a copy of which plan has been filed and deposited in the office of the commissioner of Crown lands in this Province, and it has become necessary to grant further and other powers to the said mayor, aldermen and commonalty of the city of Toronto, to enable them to complete the said esplanade, according to the said contract, and certain other work connected therewith:

Therefore Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

1. It shall and may be lawful for the said mayor, aldermen and commonalty of the city of Toronto, and for their contractors, workmen, servants and agents, to enter in and upon all lands and water lots, and to cross all wharves, docks, piers and premises lying within the limits of the said esplanade, as laid down on the said plan annexed to the said contract, and take possession thereof, and use and occupy the same to the width of one hundred feet for the purposes of the said esplanade, and to take down and remove all buildings and erections now being upon the said line of the said esplanade, as laid down on the said plan so annexed to the said contract, and filed and deposited in the said office aforesaid, and to locate the roadway, of the said Grand Trunk Railway and other railways to the width of forty feet thereon, as shown on the said plan doing no unnecessary damage and interfering with and interrupting the approach to and the use of the said wharves, docks and piers upon any of the water lots crossed for the purpose of the said esplanade as little as possible: Provided always, that nothing in this or any previous Act contained, shall prevent the said mayor, aldermen, and commonalty of the city of Toronto, and the several railway companies interested therein, by and with the consent of the Governor in Council, within two years from the passing of this Act, from locating the different lines of the said railways along the frontage of the said city, in such manner between the said forty feet mentioned in the said contract and according to the said plan, and the south side of Front street from the Queen's Wharf to Yonge street in the said city, shall be most conducive to the public interests.

2. It shall and may be lawful for the said mayor, aldermen, and commonalty of the city of Toronto, to contract with the said Grand Trunk Railway Company of Canada, or any person or persons, company or companies forthwith (and during the construction of the said esplanade under the said contract), to fill up and grade to the level of the said esplanade, as laid down on the said plan, the whole space lying between the northern limit of the said esplanade as laid down on the said plan annexed to the said contract, and now in the course of construction, and the present shore of the bay of Toronto, and extending from

1857

10th June.
20 V. c. 80. Second
Esplanade Act.

Preamble.

16 V. c. 219,
cited.

The corporation of Toronto may enter upon and take lands to a certain extent for the esplanade.

Doing no unnecessary damage.

Proviso: Act not to prevent the locating of the railway in a certain manner.

The said corporation may contract for filling the whole space from the northern limit of the esplanade to the bay, and enter upon property for purposes of filling up the said space.

SEAL

SEAL

1857

10th June
20 V. c. 80. Second
Esplanade Act

How the cost of
filling shall be
paid.

Proviso:
mode of ascer-
taining the
share of the cost
to be paid by
each party in-
terested.

Arbitration in
case of non-
agreement.

The said cor-
poration may
forthwith bor-
row money for
defraying the
cost of the said
filling.

Recital.

the said esplanade eastward to Cherry street, and westward to the Queen's Wharf, and to enter in and upon and pass over and along all the water lots in front of the said city for that purpose, interfering with and interrupting the approach to all wharves, docks, and piers, and the enjoyment of the same, by their respective owners and occupiers as little as possible; and the expenses of filling up and grading the same, shall be ascertained in manner hereinafter mentioned, and shall be repaid to the said mayor, aldermen, and commonalty of the city of Toronto by the owners and other persons having estates in the land on which such grading, levelling and filling in shall be done, such persons being charged in an equitable proportion according to the nature and extent of their estate in the said lands, and any contract or contracts for the like purpose that may heretofore and before the passing of this Act have been entered into by the mayor of the said city of Toronto, on the behalf of the said city, under the sanction and authority of any resolution of the common council of the said city, shall be legal, valid and binding on all parties named in the said contract, and shall be taken and considered for all intents, purposes, and uses whatsoever, as a contract made under the authority and provisions of this Act; Provided always, that the amount to be paid to the city for the said filling in, grading, and levelling of such vacant space, shall be ascertained in the first instance by the city surveyor, in manner as provided in said Act in respect to the said esplanade, and all sums to be paid to the owners of water lots in fee, their assignees, lessees, or representatives, in respect of the land or lands covered with water taken by the said mayor, aldermen, and commonalty of the city of Toronto, for the purposes of the said esplanade, as well as the amounts to be paid to the said mayor, aldermen, and commonalty of the city of Toronto, by the lessees or occupants of the water lots belonging to the city of Toronto for the construction of the said esplanade, or by any party or parties whomsoever, for the filling up, grading, and levelling of the said space north of the esplanade hereinbefore mentioned, and if the same cannot be agreed upon and adjusted between the said parties interested therein, shall be ascertained and settled by arbitration, in the same manner as is provided in other cases by the said recited Act, and every arbitrator appointed under the said recited Act or this Act shall, before entering upon the duties of his said office, be sworn before one of the judges of the superior courts of this province, well, truly, and faithfully, and without partiality to fulfil the duties thereof to the best of his judgment.

3. For and notwithstanding any Act of the Parliament of this Province, or any clause, matter, or thing therein contained to the contrary, it shall and may be lawful for the mayor, aldermen, and commonalty of the city of Toronto, forthwith and without further notice or other proceeding, to pass a by-law to raise a loan for such an amount, not exceeding seventy-five thousand pounds, as may be necessary for the purpose of filling in, grading and levelling the said space between the north line of the esplanade and the shore of the bay, and the extensions thereof as aforesaid, and to issue any number of debentures payable in this Province or elsewhere, in sums of not less than one hundred pounds, which may be requisite and necessary therefor, payable in twenty years from the respective dates thereof, and for the purpose of redeeming the same and paying the interest thereon, a special rate may be imposed as provided in the Act hereinbefore mentioned, and shall be applied in payment of interest and in forming a sinking fund for principal in like manner as therein provided.

4. And whereas the property directed by the letters patent of the twenty-first February, one thousand eight hundred and forty, mentioned in the said Act, to be conveyed to the said water lot owners therein referred to, was intended as

a competent esplanade the lands respectively such water dissatisfied not agree decision, the lots in other manner the front the the provi the said y covered w shall equ rhe arbitra value of by the sa mentioned Provided any, of a wise, adje twenty-fi rights of fore the p

5. A communal shall be pa or from th sum to be by the les parties wh and the sh the same mentione arbitrators s of the cou county of quired th seal of th recoverab tioned, an

6. For from the t and eight that shall twenty of said it am subject and in the the and of mo

a compensation for the land which might be taken from them respectively for the esplanade, and for the expense of making so much thereof as should be made on the lands taken from them respectively: Be it enacted, that the owners be respectively charged with their respective shares of such expense; and if any such water lot owner or person having estate in any such water lot, shall be dissatisfied with any such compensation, his claim to a further allowance shall, if not agreed upon, be determined by arbitration as aforesaid, and in coming to such decision, the said arbitrators shall take into consideration the increased value of the lots by means of the improvements contemplated by this Act, as well as all other matters connected therewith, and also the value of the strips of land between the same and the top of the bank, and of the land covered with water in front thereof to be conveyed to the owners in fee of the said water lots under the provisions of the Act first above mentioned, and if such increased value of the said water lots and the value of the said strips of land and portions of land covered with water, together with the expense of constructing the said esplanade, shall equal the value of the land taken for the esplanade, it shall be the duty of the arbitrators to decide in favour of the city generally, and if it shall exceed the value of the land taken, then to decide that such excess shall be paid to the city by the said water lot owners in manner provided by the said Act hereinbefore mentioned, for payments to the city for the construction of the said esplanade: Provided always, that nothing in this section contained, shall affect the right, if any, of any party who may claim any strip of land covered by water or otherwise, adjoining the water lots granted by any patent issued prior to the said twenty-first day of February, one thousand eight hundred and forty, but the rights of such party, if any, to such strips of land shall remain the same as before the passing of this Act.

5. All sums of money ordered to be paid by the said mayor, aldermen and commonalty of the city of Toronto, to the owners of the said water lots in fee, shall be paid within one year from the date of the decision of the said arbitrators, or from the date of any rule of court ordering the same, with interest, and the sum to be paid to the mayor, aldermen and commonalty of the city of Toronto, by the lessees of water lots belonging to the said city of Toronto, and by all parties whomsoever, for the filling up, grading and levelling between the esplanade and the shore of the Bay, shall be a charge upon the lands in respect to which the same is payable, in the manner provided as to the esplanade by the first mentioned Act, from the time a certificate of the said decision of the said arbitrators signed by them, or a certificate of a rule on any appeal under the seal of the court from whence it issues, shall be registered in the registry office of the county of York, for the purpose of which registry no other proof shall be required than proof by affidavit of the handwriting of the said arbitrators, or the seal of the said court; and such moneys last mentioned shall be payable and recoverable if not paid, in the manner provided for in the Act first above mentioned, and shall be applied as by the said Act is also directed.

6. For and notwithstanding any matter or thing contained in the patent from the Crown, dated the fourteenth day of July, one thousand eight hundred and eighteen, mentioned in the eighth section of the Act hereinbefore referred to, shall and may be lawful for the said mayor, aldermen and commonalty of the city of Toronto to lease for any term or terms of years, or to agree for the same, and absolutely to sell and dispose of the space or strip of land in the said section and section of the said Act described, freed and discharged from any and all the said trusts, conditions and restrictions in the said patent contained, and all moneys received therefor whether by way of rent or otherwise, shall be

1857

10th June
20 V. c. 80. Second
Esplanade Act

Appeal to
arbitration from
parties dis-
satisfied as to
compensation
for land taken
from them.

Increased value,
etc., to be taken
into considera-
tion.

Excess of value
may be awarded
to the city.

Proviso: Act
not to affect
certain rights.

As to payment
of sums coming
to the said cor-
poration from
owners of
water lots.

The said cor-
poration may
lease or sell a
certain strip
of land, not-
withstanding
any condition
in the patent
granting it.

Application of
moneys arising
therefrom.

1857

10th June
20 V. c. 30. Second
Esplanade Act.

Act not to affect
lands formerly
vested in the
ordnance de-
partment.

Public Act.

carried to a special account by the chamberlain of the city of Toronto, and shall be expended by the said mayor, aldermen and commonalty of the city of Toronto, in the purchase, planting, ornamenting and care of some other piece or parcel of land to be held by the said mayor, aldermen and commonalty of the city of Toronto, upon similar trusts as are in the said patent contained and set forth.

7. Provided always, that nothing in this Act contained shall apply to or affect any of the lands or property formerly vested in the principal officers of Her Majesty's ordnance and referred to in the Act passed in the nineteenth year of Her Majesty's reign, chaptered forty-five, or any lands or property of Her Majesty, nor shall any of the powers herein given to the mayor, aldermen and commonalty of the city of Toronto, be construed as in any way applying thereto.

8. This Act shall be taken to be a Public Act.

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AGREEMENT BETWEEN THE CITY OF TORONTO AND GRAND TRUNK RAILWAY COMPANY, DATED 23RD DECEMBER, 1862, PROVIDING FOR THE GRANT AND PURCHASE OF CERTAIN PROPERTY WEST OF SIMCOE STREET.

This agreement made this twenty-third day of December, in the year of our Lord one thousand eight hundred and sixty-two by and between the Grand Trunk Railway Company of Canada of the first part, and the Corporation of the City of Toronto of the second part.

Whereas the party of the first part have purchased and the party of the second part has sold to them the lands and tenements in the said City situate between the property known as Dr. Rees', immediately adjoining Simcoe Street on the east, Front Street on the north, Peter Street on the west, and the northerly general boundary or line of the water lots as laid down on the original survey by the Crown on the south.

And whereas the party of the first part are now in possession of and have the right of way forty feet in width on the Esplanade and that north of said forty feet there is a space sixty feet wide called Esplanade Street.

And whereas north of said forty feet and sixty feet (in all one hundred feet) there is a piece of land extending from the north line of said one hundred feet in a direction northerly to the said boundary or general line, north of the said water lots as laid down on the original survey of the water lots as aforesaid and which is immediately south of the said above mentioned purchase and adjoining the same except on the west where it is bounded by the Furniss Lot now owned by the said Company;

And whereas the fee of the said piece of ground so situate south of said general line of the said water lots as laid down as aforesaid and north of the said one hundred feet is vested in the Crown. And the said party of the first part require the same for their purposes and desire to get the patent therefor from the Crown or the title thereto in fee simple;

And whereas the party of the second part claim compensation for the filling done by them on the space so described and required as aforesaid.

Therefore this Agreement witnesseth that the said parties hereto have and do agree as follows each with the other, namely:

That the parties hereto shall at once proceed to ascertain what the filling done by the party of the second part on the said piece of land and bounded on the east by the property known as Dr. Rees' property next adjoining Simcoe Street on the south by the said northerly line of the said one hundred feet made up of the said forty feet and sixty feet as aforesaid, on the west by the said lands owned by the party of the first part and on the north by the northerly general line of the water lots as laid down on the original survey made by the Crown of the said water lots as the northern boundary of the said lots should have cost, that is, what it should have been done for. And if the same cannot be agreed upon that then each party shall choose a disinterested engineer, that these two shall choose a third, and that the award of the said three or any two of them fixing the amount calculating on the basis of what the same should have been done for, that is, should have reasonably cost, shall be final, provided however, if the parties can agree on one engineer as sole arbitrator and that they do so, his award made on the basis aforesaid shall be final.

That immediately on this being fixed and the amount ascertained what the Company are to pay for the said filling the Company will consent to the patent then issuing for the said piece of land to the party of the second part upon the terms and conditions however that the party of the second part do immediately on the patent issuing grant in fee by the usual deed of bargain and sale and free

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23rd December
Agreement as to
property west of
Simcoe Street

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property west of
Simcoe Street

from all incumbrances and charges the said piece of land so described as aforesaid by the boundaries aforesaid as being required as above mentioned. And that on the execution of the said deed of bargain and sale to the Company, they, the Company will for the amount so ascertained as the sum to be paid as aforesaid for the said filling as above mentioned give to the party of the second part a mortgage in fee on the said lands and on the property purchased by the Company from the party of the second part north of the property covered by this agreement, such mortgage to be conditioned that so long as the Company pay to the party of the second part the interest on the said principal money at the rate of six per cent. per annum half-yearly from the date of the mortgage they the Company shall have the right to retain in their own hands the said principal money, but that if the payment of the interest shall be at any time one calendar month in default the City may proceed for the said principal if they think proper. The option of paying off the principal at any time to remain with the Company.

That the Company, on this agreement being carried out consent to the Crown granting to the City the land covered with water immediately south of the lands covered by this agreement to the Windmill Line, that is to the southern line of said water lots.

That the City agree that the Company may cross the said Esplanade Street at any point and in such manner and as often and with as many tracks as shall be necessary for proper ingress and egress to their station and elevator at Toronto.

That both parties agree to carry out this agreement with the utmost despatch by every means in their power.

That nothing contained in this agreement or any concession made on either side shall affect either party further than in so far as the same relates to the subject matter of this agreement and the matters mentioned and referred to therein. And that nothing in this agreement contained shall affect, prejudice or interfere with the rights of either party in respect of or to any matter or thing not included in this agreement or mentioned therein, it being the intention of both parties that the rights of each shall be in every respect as to all and every right matter and thing not mentioned in this agreement and intended to be arranged by it as if it never had been made.

Provided always and it is understood by both the parties hereto as to the land by these presents agreed to be sold that the Corporation of the City of Toronto in agreeing to this sale made by this agreement to the Grand Trunk Railway Company does not intend to give to the said Company nor does the said Railway Company expect to receive the said lands agreed to be conveyed under this agreement or any of them for any other purposes than those contemplated in the several Orders-in-Council relating to the said lands.

In witness whereof the said the Grand Trunk Railway Company of Canada and the said the Corporation of the City of Toronto have hereunto caused the Corporate Seals of the said respective Companies to be affixed to these presents on the day and year first above written.

[SEAL OF
CITY OF TORONTO.]

A. T. McCORD,
Chamberlain.

J. G. BOWES,
Mayor.

THE GRAND TRUNK RAILWAY COMPANY OF CANADA,

By JOHN BELL,
Their Attorney and Solicitor.

AGREEMENT

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AGREEMENT BETWEEN THE CITY OF TORONTO, NORTHERN AND GREAT WESTERN
RAILWAY COMPANIES, DATED 23RD DECEMBER, 1863, AUTHORIZING THE
LOCATION OF TWO RAILWAY TRACKS ON ESPLANADE STREET.

THIS INDENTURE made the Twenty-third day of December in the year
of our Lord one thousand eight hundred and sixty-three.

1863.

23rd December
Third Esplanade
Agreement.

Between The Corporation of the City of Toronto, of the first part, and
the Northern Railway of Canada and the Great Western Railway Company, of
the second part.

Whereas the Grand Trunk Railway Company of Canada has already railway
tracks in front of the City of Toronto upon the Esplanade and it will be con-
venient for the trade of the said City of Toronto to allow the said Northern
Railway of Canada and the Great Western Railway Company also to run their
trains in front of the city.

Now this Indenture witnesseth that in consideration of the premises and in
consideration of five shillings to the party of the first part paid by the parties of the
second part the said Corporation of the City of Toronto doth grant unto the said
parties of the second part and their successors forever (but determinable never-
theless as hereinafter mentioned) the right and easement to lay down two
railway tracks upon and along Esplanade Street from its westerly to its easterly
end as the said street is now constructed and opened and to run their cars and
trains for freight and passengers on and over the same but upon the terms and
conditions following and when and as is hereinafter provided. The said tracks
shall be laid down in such place not more than twenty-five feet northerly from
the forty feet over which the Grand Trunk Railway Company of Canada has
now a right of way as Thomas C. Keefer of the City of Toronto, Esq., C. E., shall
approve and shall be laid in such manner as to the levels and as to the position,
length and number of the switches leading from or connecting the said two tracks
and in all respects as to the manner of laying the rails and constructing the said
tracks and switches as the said Thomas C. Keefer shall approve, but whereas it
may not now be necessary to lay down both the said tracks along the whole
length of the said street it is provided that it shall not be taken that any right is
hereby granted to lay down more than one track at any place or places where
the said Thomas C. Keefer shall not think it necessary to lay down more than one
track and if at any time hereafter it shall be thought necessary by the said
Thomas C. Keefer or such other Engineer as may be appointed as hereinafter
provided to lay down a second track at any other place or places along the said
street the parties of the second part may hereafter from time to time lay down
and maintain the same at such place or places and in such manner as the said
Thomas C. Keefer or such other Engineer as may be appointed by the parties of
the first part shall approve. And it shall be the duty of the said Railway Com-
pany at their own expense so to construct the spaces between the rails and be-
tween the tracks and all the spaces on and over the said twenty-five feet as shall
be proper and sufficient for the use thereof as a road for ordinary vehicles and
street traffic and for crossing the said street at any point and shall so construct
the same as to the level at which the same shall be relatively to the said rails and
otherwise and as to the materials to be used as for instance ballast, broken stone,
paving or planking and as to the manner in which the same shall be so con-
structed as the said Thomas C. Keefer shall approve and shall always hereafter
maintain the same in such proper and efficient state of repair (but subject to the
proviso hereinafter mentioned) according to the plan and specifications so

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Agreement.

approved and will at all times as necessity shall require maintain and keep the same in such condition according to the said specification upon notice from the street surveyors or other authorized agents of the parties of the first part. Provided that whereas it may not now be necessary for the traffic on Esplanade Street that the street should be made so perfect for ordinary street traffic across as well as along the said street as may hereafter become necessary it is provided that when and as it shall become necessary from time to time the said Thomas C. Keefer or such other Engineer as may be appointed by the parties of the first part may further direct as to such parts of the said street where the said Thomas C. Keefer or the said Engineer may from time to time deem it necessary that the same may be constructed more perfectly than may now be required and approved as sufficient by the said Thomas C. Keefer and if necessary at a different level relatively to the rails and of different materials and in a different manner as the said Thomas C. Keefer or such other engineer may think right, sufficient and necessary for street traffic as well across as along the said street and thereupon the said Company shall make and maintain the same accordingly. But nothing above contained shall be taken to authorize the laying of any switches or rails or other appliances or materials more than twenty-five feet northerly of the forty feet over which the Grand Trunk Railway Company of Canada had the right of way aforesaid, it being the object of the parties to afford all reasonable facilities for the trade of the city, and for the passenger and freight traffic of the said parties of the second part without inconvenience to the ordinary traffic in Esplanade Street. The said two tracks and switches and the said right and easement shall be for the common and equal use and benefit of the said two railway companies, the parties of the second part, and the manner in which such tracks shall be jointly used and worked and the proportions in which they shall contribute to the said work and to the construction, maintenance and working thereof shall be settled from time to time by articles of agreement of the said companies, the parties of the second part, and in case of disagreement then by arbitrators to be appointed as the said companies shall agree, and in case of disagreement one to be chosen by each of the companies and a third to be chosen by the two so first appointed or in case the two cannot agree then the third to be appointed by a Judge of the County Court of the County of the City of Toronto, the award of the arbitrators or of any two of them to be binding in the premises. It is hereby declared that nothing herein contained shall authorize either of the said companies to leave and they shall not leave standing upon the said track or upon the switches or upon the said twenty-five feet any trains, cars, engines, materials, appliances, freight, goods or other thing other than those cars, engines and trains required for the purpose of their trade with the City of Toronto in loading or discharging freight and for passenger traffic nor for any longer time nor more frequently nor otherwise than shall be necessary for such purposes, and it is hereby agreed and declared that if at any time hereafter the corporation of the City of Toronto or its successors shall wish to make a change in the position of the said tracks for the purpose of economising the space of Esplanade Street to be used for railway service or with any other object and it shall happen that Esplanade Street shall be widened by an addition to the south side of the present street the said corporation of the City of Toronto reserves to itself the power, right and authority to shift and remove the tracks to be laid down under this grant to the south of the present Grand Trunk Railway tracks or providing similar and equal accommodation for the working and using of such tracks in such locality to be so chosen and selected for them upon sufficient provision being made for crossing the said forty feet. And if arrangements shall be made by which one or both of the contemplated tracks may

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Agreement.

be placed within the forty feet over which the Grand Trunk Railway of Canada has now right of way the corporation of the City of Toronto reserves to itself and its successors the right to have the said track so placed and to allow the Grand Trunk Railway Company to use the contemplated tracks equally with the parties of the second part, if what by the said Thomas C. Keefer, or in the event of his death or refusal to act, such other engineer as shall then be acting in his place on the part of the said corporation shall be deemed convenient and sufficient accommodation (affording in all respects equal facilities to the parties of the second part with the present arrangement for their traffic with the City of Toronto) is afforded thereby or by any facilities which may be added for all the said companies for their trade with the City of Toronto, and in that case the right of way hereby granted shall be taken to be limited to such space as together with the space occupied on the forty feet over which the Grand Trunk Railway Company of Canada have a right of way, is sufficient and necessary for the proper accommodation of the said three companies, the expense incident to such removal shall be borne by all the said companies, and the manner of working the said lines and the liability to and the proportion of the expense of making and maintaining the same, shall in such case be determined as among themselves by the agreement of all the said companies, and in case of disagreement then the same shall be fixed by the said Thomas C. Keefer, and in case he cannot or will not act therein then it shall be settled by arbitration as all the said companies shall agree, and if they cannot agree then it shall be settled by an arbitrator to be appointed by the Judge of the County Court for the county in which the City of Toronto may then be or form. And it is also further agreed that if at any time hereafter any change shall be desired by the companies parties hereto, or by the said corporation of the City of Toronto in the position of the switches or the number of them, the said parties hereto shall agree upon the same, and in case of difference the same shall be settled by an engineer, to be appointed by the Judge of the County Court of such county as the City of Toronto shall then form or be situate in, all the expense of such removal or in any way respecting the same to be borne by the said companies, the levels in such case relatively of the roadway and the rails to be such as shall have been approved of by the said Thomas C. Keefer, as to the tracks, or shall have been further agreed and understood by the parties hereto of the second part that the tracks and switches provided to be laid down by these presents shall to the extent of at least one track be finished and completed by the first day of January, one thousand eight hundred and sixty-five, otherwise the right to this grant shall be and be deemed to be forfeited; and also, if after completion of the said tracks and switches there shall be any total non-user of the right hereby granted for a period of three months then the right to this grant shall be and be deemed to be forfeited, and also if any breach of these stipulations, covenants, conditions, provisoes or agreements herein contained shall be made or committed or suffered by either of the companies parties hereto of the second part, then, upon notice in writing by the said corporation of the City of Toronto (to be given to the said company) that they claim such forfeiture, the grant herein contained shall be forfeited, and all right under these presents shall cease as to the company by whom such breach shall have been made, committed or suffered anything herein contained to the contrary notwithstanding. And it is understood and agreed by all the parties hereto that in default of either one of the said companies parties hereto of the second part proceeding within nine months to make the contemplated track or tracks, the other company may proceed and make a single track and switches for its own accommodation, such track to be in all respects subject to the approval of the said Thomas C. Keefer as above, and the other company

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Third Esplanade
Agreement

upon coming in, which it is agreed it may do thereafter, must pay a just proportion of the expense, to be settled as heretofore provided, and for the due and faithful performance and fulfilment of the terms, covenants and conditions, stipulations, provisos and agreements herein contained and expressed on the several and respective parts, the parties hereto and all and every of them, do and doth severally bind themselves and their successors in office each to the other of them firmly by these presents. And upon the terms and stipulations and conditions, subject to the reservations herein expressed, the said corporation of the City of Toronto doth covenant with the said companies parties hereto of the second part for the quiet enjoyment of the easement hereby granted. And it is understood, intended and provided by these presents that nothing herein contained is to be taken as contrary to or restricting the right in the agreement by the City of Toronto with the Grand Trunk Railway Company given and granted to cross Esplanade street for the purpose of their station and elevator

And it is covenanted and agreed on the part of the companies parties to these presents of the second part, that they will forthwith make and enter into articles of agreement between them providing for the due and faithful carrying out of the mutual covenants herein on their part and the joint making and working of the tracks herein contemplated according to the true intent and meaning of these presents, and in such manner as to ensure the object contemplated by this grant; and it is at the same time provided and admitted by the party hereto of the first part that nothing herein contained is to be taken or construed as rendering it obligatory on the companies parties hereto of the second part, to make two tracks throughout the whole line, but where and for so long as the purposes of their business and traffic can be properly and efficiently answered by a single track they may and shall only be required to make one track, subject to such approval as aforesaid, without forfeiting the right to make two tracks if hereafter thought necessary. And each of the said companies, parties of the second part, for themselves and their successors, but not the one company for the other, doth covenant with the party of the first part and their successors that they will observe the above stipulations in their true spirit and meaning, and will conduct their business with the said City of Toronto upon the said tracks and switches in all respects, though not particularly pointed out by this indenture, so as to produce no inconvenience to the general traffic on Esplanade and other streets, or as little inconvenience as is practicable in conducting their said business with the City of Toronto. And further, that they, the parties of the second part, will at all times save, indemnify and keep harmless the party of the first part and its successors from and against all actions, suits, costs or damages which the party of the first part may suffer or be put to for and by reason or means of any action, suit, proceedings at law or in equity or otherwise brought or promoted against the party of the first part or its successors by any water lot owner or lessee in the said City of Toronto, or by the Grand Trunk Railway Company of Canada for or on account of the grant made by these presents or the constructions intended hereby. And it is hereby provided that nothing herein contained shall authorize or empower the said railway companies, parties hereto of the second part, or either of them to allow any other company to run their cars or engines or to run the cars and engines of any other company over their track or tracks without the consent or concurrence of the corporation of the City of Toronto from time to time. And it is lastly agreed and understood that this grant and agreement is expressly made subject to the approval of His Excellency the Governor-General-in-Council in the terms of and in accordance with the Statute in such case made and provided.

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In witness whereof the said corporation of the City of Toronto have hereunto affixed their corporate seal and signed the same by the hand of John George Bowes, Esquire, mayor of the said city, countersigned by Andrew T. McCord, Esquire, chamberlain of the said city, and the said respective railway companies, parties of the second part, have hereunto affixed their respective corporate seals and signed the same by the hands of their respective presidents on the day and year first before written.

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Third Esplanade
Agreement

J. G. BOWES,

Mayor.

(City)
(Seal)

A. T. McCORD,

Chamberlain,

(Seal)
(G.W.R. Co.)

JOHN YOUNG,

Chairman.

AGREEMENT. BETWEEN THE CITY OF TORONTO, GRAND TRUNK, GREAT WESTERN,
AND NORTHERN RAILWAY COMPANIES FOR USE OF RAILWAY TRACKS ON THE
ESPLANADE.

1864.

22nd December.
Fourth Esplanade Agreement.

ARTICLES of agreement had, made, entered into, and fully agreed upon the twenty-second day of December, in the year of Our Lord one thousand eight hundred and sixty-four, by and between the Grand Trunk Railway Company of Canada, of the first part, the Great Western Railway Company, of the second part, and the Northern Railway Company of Canada, of the third part;

WHEREAS differences have arisen between the said Railway Companies parties hereto as to their respective rights upon the Esplanade in the City of Toronto:—For the settlement of these differences and clearly to define the rights, privileges and obligations of the said several Companies towards each other in respect to the said Esplanade, and the use thereof, they have mutually and respectively agreed to become parties to these presents, and to be bound by the covenants, provisions and stipulations hereinafter contained.

Firstly. It is hereby declared and agreed by and between the several Companies, parties hereto, that it shall and may be lawful for the said Northern Railway Company, and their successors, and they are hereby fully authorized and empowered at any time when judged expedient by the said Company so to do, to lay down, construct, maintain and keep on the north twelve feet six inches of the south forty feet of the said Esplanade, a track or tracks extending from their present railway station easterly to a point a short distance west of the lot known as Dr. Rees' lot, being the point where the main line of the Grand Trunk Railway now crosses Esplanade Street, near Rees' Wharf, and at the same point to join and connect with the said Grand Trunk main line, and to run the trains, locomotives and cars of any description of the said Northern Railway Company, on and over the said Grand Trunk main line, from the said point of intersection to York Street, subject, nevertheless, to the provisions contained in clauses eight and nine of this agreement; and until such track shall be laid and constructed, it shall and may be lawful for, and the said Northern Railway Company are hereby expressly declared to have the right, easement, privilege and power to use one of the tracks of the said Grand Trunk Railway now laid from Brock to York Street aforesaid, for the running of trains, cars and locomotives, and to connect at Brock Street aforesaid with the said Grand Trunk line by means of the necessary switch for that purpose.

Secondly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that it shall and may be lawful, from time to time, and at all times hereafter, for the said Great Western Railway Company, and they are hereby declared to have the right, easement, privilege and power to join and connect with the said Grand Trunk Railway Company's main line by means of a switch at a point near Peter Street, and to run the trains, locomotives and cars of any description of the said Great Western Railway Company, on and along the said Grand Trunk line from the point of junction aforesaid, easterly to York Street aforesaid; subject, nevertheless, to the provisions contained in the eighth and ninth clauses of this agreement.

Thirdly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that it shall be the duty of the Grand Trunk Railway Company, with all reasonable speed, and on or before the fifteenth day of May, in the year of our Lord one thousand eight hundred and sixty-five, if the Act for legalizing and confirming the agreement hereinafter mentioned be passed during the next ensuing Session of Parliament, to make, build and lay a railway track of the proper gauge, and in a substantial and workmanlike manner

1864.

22nd December.
Fourth Esplanade Agreement.

on the north twelve feet six inches of the said south forty feet of the said Esplanade, extending easterly to the end of the said Esplanade from the point at York Street, where the privilege of running over the said line of the Grand Trunk Railway granted to the said Northern Railway Company and the said Great Western Railway under clause one and two of this agreement terminates, and it shall and may be lawful for the said several Railway Companies, parties hereto, to use and enjoy the said track so constructed, in common, for the traffic and running purposes of the said several railways; Provided always, that it shall not be lawful for the said Grand Trunk Railway Company to use the said track in any manner for the through traffic purposes of that Company.

Fourthly. It is hereby further declared and agreed by and between the said several railway companies, parties hereto, that the south twenty-seven feet six inches of the said south forty feet of the said Esplanade, shall for railway purposes be vested in and exclusively used and enjoyed by the said Grand Trunk Railway Company.

Fifthly. It is hereby further agreed by and between the said several companies, parties hereto, that application shall be made on behalf of said companies to the Corporation of the City of Toronto, to grant to the said several railway companies, parties hereto, and their respective successors, twelve feet six inches in width of the south part of Esplanade Street, adjoining the northern limit of the said south forty feet of the Esplanade along the whole length of said Esplanade Street, for railway purposes; and the said piece of land so granted shall be vested in the said several railway companies in common, to be used for sidings for loading and unloading freight, and purposes necessarily incidental thereto; such sidings to be completed on or before the fifteenth day of May, in the year of our Lord one thousand eight hundred and sixty-five.

Sixthly. And it is hereby further declared and agreed by and between the said several railway companies, parties hereto, that application on their behalf shall be made to the Parliament of this Province for an Act to legalize and confirm this agreement and the provisions therein contained, and to vest in the said several railway companies in common for railway purposes the said two strips of land of twelve feet six inches each, being the north twelve feet six inches of the said south forty feet of the said Esplanade, and the south twelve feet six inches of the Esplanade Street, together making a strip of land twenty-five feet in width along the whole length of the said Esplanade easterly from York Street, subject nevertheless to the respective rights of the said several railway companies as herein declared in relation to each other; and the manner of working the several trains of the said companies upon the said tracks on the twenty-five feet to be used in common, easterly from York Street to the end of the Esplanade, shall be mutually agreed upon between the said companies, and failing such agreement shall be settled by arbitration in the manner provided for in clause twelve of this agreement; and that upon the said Act being obtained, the grant by the City of Toronto of twenty-five feet of land along said Esplanade to the Great Western Railway Company and the Northern Railway Company shall become and be null and void; provided always, that nothing contained in clauses four, five, and six of this agreement shall be held or taken in any way to interfere with the rights of the public as now existing, to cross for the purposes of ordinary traffic the fifty-two feet six inches used for making tracks, nor to prevent the said Railway Companies in the same manner as and as part of the general public crossing the same, but nothing herein contained shall authorize the crossing the same by means of railway tracks or rails.

1864.

22nd December
Four : Esplanade Agreement.

Seventhly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that upon, from and after the passing of the said Act, all claim and right whatsoever which the Grand Trunk Railway Company may have, or pretend to have, to any right of way or other easement or privilege upon or through the grounds of the said Northern Railway Company, as now enclosed between Brock Street and Bathurst Street, shall cease, determine, and be wholly void.

Eighthly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that from the points where the Northern Railway and Great Western Railway respectively join the Grand Trunk line to York street shall be in accordance with, and under the running regulations of the Grand Trunk Railway Company, and trains shall have precedence or rights in the following order:—

- 1st. Grand Trunk passenger trains.
- 2nd. Passenger trains of the said other companies.
- 3rd. Freight trains of the Grand Trunk.
- 4th. Freight trains of the said other companies.
- 5th. Special and irregular, and other trains to be run in the same order Grand Trunk first, and the trains of the same class or denomination as the Grand Trunk, of the other Companies, next in order.

Ninthly. It is hereby further declared and agreed by and between the said Railway Companies, parties hereto, that the switches and signals used in getting on and off the Grand Trunk line, when the said line is used by the said other Companies as well at other times, shall be under the sole control and management of the Grand Trunk Railway Company, and the servants thereof.

Tenthly. It is hereby further declared and agreed by and between the said Railway Companies, parties hereto, that the line of sidings to be laid and constructed on the said twelve feet six inches of the south part of Esplanade Street, as mentioned in the fifth clause of this agreement, shall be divided among the said several Railway Companies, in the manner to be hereinafter mutually arranged between said Companies, or in case of disagreement, by arbitration as hereinafter provided.

Eleventhly. It is hereby further declared and agreed by and between the said Railway Companies, parties hereto, that if the Act for the legalizing and confirming of this agreement is passed during the next ensuing Session of Parliament, the present track used by the Great Western Railway Company from Peter Street to the Esplanade, shall be discontinued and removed by the fifteenth day of May, in the year of our Lord one thousand eight hundred and sixty-five.

Twelfthly. It is hereby further declared and agreed by and between the said Railway Companies, parties hereto, that the payments or compensation to be made by the said Companies respectively to the others or other of them for the facilities herein provided and exchanged between them respectively in relation to the use of the lines and sidings as set forth in this agreement, shall, in case the same cannot be mutually agreed upon within three months from the passing of the said Act, be settled and determined by the President of the Pennsylvania Central Railroad Company for the time being, and in the event of his refusing to

net in the settlement thereof, then such payment or compensation shall be settled and determined by some other person to be mutually agreed upon by the said Companies respectively, and if the said Companies cannot agree upon such arbitrator, then upon application of any of the parties hereto, it shall be lawful for any one of the Judges of the Superior Courts at Toronto to nominate and appoint an arbitrator to determine such compensation; provided always, that any award to be made by the arbitrator under this agreement, so far as the same shall determine any charge (not being a payment for past capital expenditure) to be paid by any of the said Companies to the others or other, shall be open to reconsideration and redetermination at the expiration of five years, and the expiration of every succeeding five years, the arbitrator to be mutually agreed upon or appointed by Judge as hereinbefore determined.

1864.

22nd December
Fourth Esplanade Agreement.

Thirteenthly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that all legal proceedings at law or in equity now pending between the said Companies or any of them, in relation to the said Esplanade, or the rights of the said Companies or any of them, to lay down tracks upon, or otherwise use the said Esplanade or any part thereof, or in any manner relating to the matters in this agreement provided for, shall for the present be suspended, and upon the passing of the said Act, shall be absolutely abandoned; and in case the said Act shall not be obtained, all such legal proceedings, whether at law or in equity, shall or may be taken up or continued, as if this agreement had never been made; provided always, that the party who had to take the next step on the twenty-second day of December, in the year of our Lord one thousand eight hundred and sixty-four, shall have two weeks next after the end of the Session of Parliament in which the said Act shall be rejected, to take such step.

Fourteenthly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that it shall and may be lawful for the said Great Western Railway Company to make the connection of their line with the Grand Trunk line at Peter Street at once; provided always, that their present line shall remain as it is until the said Act is obtained, or if the said Act be obtained before the fifteenth day of May one thousand eight hundred and sixty-five, then until the said fifteenth day of May, one thousand eight hundred and sixty-five.

Fifteenthly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that it shall and may be lawful for the said Great Western Railway Company, and the said Northern Railway Company to use in common with the Grand Trunk Railway Company, the present sidings of the said Grand Trunk Railway Company on the said Esplanade, east of York Street, until the arrangements by this agreement provided for, are carried into effect, or until the said Act shall be rejected.

Sixteenthly. It is hereby further declared and agreed by and between the said several Railway Companies, parties hereto, that each of the said Companies shall and will use every exertion and all fair and legitimate means to procure and obtain the passing of the said Act by the Parliament of this Province to legalize and carry into effect this agreement, and that they shall and will bear the expenses of obtaining the said Act or of the attempt so to do, and all necessary proceedings connected therewith and with this agreement, in equal proportions.

1864.

2nd December
Fourth Esplanade
as aforesaid.

The said Grand Trunk Railway Company hereby covenants to and with the said Great Western Railway Company and the said Northern Railway Company respectively, that the said Grand Trunk Railway Company shall and will from time to time and at all times hereafter well and truly observe, perform, fulfil and keep all and every the stipulations and agreements hereinbefore contained, and which on the part and behalf of the said Grand Trunk Railway Company according to the tenor and effect, true intent and meaning of this agreement ought to be observed, performed, fulfilled, and kept; and shall not, nor will wilfully or improperly hinder or prevent the said Great Western Railway Company and the said Northern Railway Company, or either of them, in due and proper use and exercise in accordance with this agreement, of any of the lines, switches, sidings or rights, easements or privileges to which they or either of them are by this agreement entitled, or to which they or either of them shall by the said Act become entitled, and shall and will at all times hereafter do all things necessary on their part to enable the said other Companies to use the said portion of the said Grand Trunk line on which, by the terms of this agreement the said other Companies have the right to run their trains, locomotives, and cars in the manner hereinbefore in that behalf provided, according to the tenor and effect, true intent and meaning of these presents.

And the said Great Western Railway Company hereby covenants to and with the said Grand Trunk Railway Company and the said Northern Railway Company, and each of them, that the said the Great Western Railway Company shall and will in all things on their part and behalf, well and truly observe, fulfil, perform, and keep the stipulations and agreements herein contained, and shall not nor will, in the use of the said Grand Trunk line or sidings, or of the tracks and sidings to be constructed or jointly used as aforesaid, wilfully or improperly hinder or obstruct the just and reasonable use thereof by the said Grand Trunk Railway Company or the said Northern Railway Company contrary to the true intent and meaning of this agreement.

And the said Northern Railway Company doth hereby covenant to and with the said Grand Trunk Railway Company and the said Great Western Railway Company respectively, that the said Northern Railway Company shall and will in all things on their part and behalf well and truly observe, perform, fulfill and keep the stipulations and agreements therein contained, and shall not nor will in the use of the said Grand Trunk line or sidings, or of the track and sidings to be constructed or jointly used as aforesaid, wilfully or improperly hinder or obstruct the just or reasonable use thereof by the said Grand Trunk Railway Company or the said Great Western Railway Company contrary to the true intent and meaning of this agreement.

And lastly, it is hereby further agreed by and between the said Railway Companies parties hereto, that each Company shall have power at any time hereafter, to establish and work any passenger and freight station on the north side of Esplanade Street, east of Bay Street, that it may select, and shall have authority to purchase land for the same, and shall be at liberty to cross Esplanade Street to such place and in such manner as may be necessary for convenient access to such station, provided always, that no such crossing or access shall, in any way, interfere with or inconvenience any crossing or access to the station grounds of the other.

IN witness whereof, the said several Railway Companies have hereunto set their respective Corporate Seals, the day and year first above written **1864.**

22nd December
Fourth Esplanade Agreement

Sealed with the Corporate Seal of the Grand Trunk Railway Company by the Hon. James Ferrier, who at the same time and in my presence delivered the same on behalf of the said Company and affixed his signature thereto.

W. WAINWRIGHT

J. FERRIER, { Corporate Seal of Grand
Chairman. { Trunk Railway Co.

Sealed with the Corporate Seal of the Great Western Railway Company by the Hon. William McMaster, who at the same time and in my presence delivered the same on behalf of the said Company and affixed his signature thereto.

GEO. B. SPRIGGS.

W. McMASTER, { Corporate Seal of Great
Chairman. { Western Railway Co.

Witness to signature of }
Frederick Cumberland. }
J. P. MACPHERSON. }

F CUMBERLAND,
Managing Director,
N. R. Co.

Witness to the signature }
of Thomas Hamilton, }
GEO. R. HAMILTON, }

THO. HAMILTON,
Secretary N. R. Co.

Confirmed by Statute 28 Vic. cap. 34. See page 78.

1865

18th March
28 V c 34. Third
Esplanade Act.

AN ACT to legalize and confirm an agreement made between the Grand Trunk Railway Company of Canada, and the Great Western Railway Company and the Northern Railway Company of Canada, relating to the Toronto Esplanade, and for other purposes therein mentioned.

[Assented to 18th March, 1865]

Preamble.

WHEREAS an agreement, bearing date the twenty-second day of December in the year of Our Lord one thousand eight hundred and sixty-four, has been made between the Grand Trunk Railway Company of Canada, the Great Western Railway Company and the Northern Railway Company of Canada, for the settlement of differences, and to define the rights, privileges and obligations of the several Companies towards each other in respect to the Esplanade in the City of Toronto, and the use thereof, and for other purposes therein set forth, which said agreement is set out in the schedule to this Act; and whereas the said Companies have petitioned that the said agreement may be confirmed, and it is expedient to grant the prayer of the said petition: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada enacts as follows:

Agreement between certain railway companies in relation to esplanade confirmed.

1. The said agreement bearing date the twenty-second day of December, in the year of Our Lord one thousand eight hundred and sixty-four and which forms the schedule to this Act, is hereby confirmed, and all and singular the provisions, stipulations, covenants and agreements and other matters and things in the said agreement contained, shall be valid and binding upon the said several Railway Companies according to the tenor and effect of the said agreement.

Esplanade street to be deemed a public highway and railway companies may have a right of way thereon.

2. Esplanade Street shall be deemed a public highway, and it shall and may be lawful for the Corporation of the City of Toronto, to grant to the said several Railway Companies, a right of way over, upon and along twelve feet six inches off the south part thereof for railway purposes, as in the fifth clause of the said agreement provided; and the said right of way of twelve feet six inches and of the twelve feet six inches off the north part of the south forty feet of said Esplanade, shall be thereafter used and enjoyed by the said Railway Companies for railway purposes as in the said agreement mentioned.

Railway companies to have and exercise the rights, etc., stipulated in the agreement.

3. It shall and may be lawful for the said Railway Companies, to exercise, have and enjoy, in and upon the Toronto Esplanade, all and singular the rights, easements, privileges and powers in the said agreement mentioned; but the south twenty-seven feet six inches of the said south forty feet of the said Esplanade shall, for railway purposes, be exclusively used and enjoyed by the said Grand Trunk Railway Company, as in the said agreement mentioned; provided that nothing in this Act or in the said agreement contained, shall be understood or construed to grant or convey to the said Railway Companies or any of them, an estate in fee in the said Esplanade or any part thereof.

Proviso.

Spaces between tracks to be so constructed by railway companies as to be sufficient for crossing at any point.

4. It shall, from time to time, as the same may be required for public use be the duty of the said Railway Companies, at their own expense as hereinafter specified, so to construct the spaces between the rails and between the tracks and all the spaces on and over the southerly fifty-two feet six inches—(the Grand Trunk Railway Company as to the south twenty-seven feet six inches, and the

said three Companies as to the twenty-five feet north thereof)—as shall be proper and sufficient for crossing the said rails and tracks at any point, and shall so construct the same as to the level at which the same shall be, relatively to the said rails and otherwise, and as to the materials to be used, such as ballast, broken stone, paving or planking, and as to the manner in which the same shall be so constructed, as the said Corporation of the City of Toronto shall approve, and shall always thereafter keep and maintain the same in an efficient state of repair upon notice from the said Corporation of the City of Toronto.

5. The said Companies shall not, nor shall either of them leave standing upon the said tracks or upon the switches, or upon the said twenty-five feet, any trains, cars, engines, materials, appliances, stock, freight, goods or other things, other than those cars, engines and trains required for the purposes of their trade with the City of Toronto, in loading or discharging freight and for passenger traffic, nor for any longer time nor more frequently nor otherwise than shall be necessary for such purposes, nor shall they discharge or unload their cars on any street crossing.

6. In the event of differences arising at any time, between the Corporation of the City of Toronto and the said Railway Companies as to the loading, unloading or discharging of freight, or the alleged inconvenience of the places where the same is conducted, or the times and manner of doing so, or any other obstructions arising out of any of the matters or causes in the last preceding section mentioned, the same shall be settled by reference to the Railway Inspector appointed or to be appointed by the Railway Commission.

7. It shall not be lawful for any or either of the said Railway Companies to run their engines or trains over or along said Esplanade at a greater rate of speed than four miles an hour, unless permitted so to do by by-law of the said Corporation of the City of Toronto, but in no case to exceed the rate of six miles an hour.

8. In case the said Corporation of the City of Toronto shall refuse to grant the said twelve feet six inches of the south part of Esplanade Street to the said Railway Companies, the agreement in the schedule to this Act and this Act shall become inoperative, and the said Corporation of the City of Toronto and the said Railway Companies shall severally be remitted to the position in which they severally were before the making of the agreement first hereinbefore mentioned, notwithstanding anything in the said agreement or in this Act contained.

9. This Act shall be a public Act.

SCHEDULE TO THE FOREGOING ACT. (See page 70)

1865

18th March
28 V. c. 34 Third
Esplanade Act

Companies not
to allow their
engines, trains,
etc., to remain
standing on the
tracks.

Settlement of
differences
between com-
panies and Cor-
poration as to
discharging of
freight.

Speed at which
engines may be
run

In case of re-
fusal by Cor-
poration to
grant the por-
tion of espla-
nade street
agreed upon,
agreement to
be inoperative.

Public Act.

GRANT THE CITY OF TORONTO TO THE GRAND TRUNK, GREAT WESTERN AND
NORTHERN RAILWAY COMPANIES, DATED 19TH APRIL, 1865, MADE IN PUR-
SUANCE OF 28 V. C. 34.

1865.

19th April
Grant, City to
Railway Cos
of right of way
on Esplanade

THIS INDENTURE made the nineteenth day of April, in the year of our Lord one thousand eight hundred and sixty-five, between the Corporation of the City of Toronto, of the first part, the Grand Trunk Railway Company of Canada, of the second part, the Great Western Railway Company of the third part, and the Northern Railway Company of Canada of the fourth part

WHEREAS by a certain Act of the Parliament of Canada passed in the twenty-eighth year of the Reign of Queen Victoria, entitled "An Act to legalize and confirm an agreement made between the Grand Trunk Railway Company of Canada, the Great Western Railway Company, and the Northern Railway Company of Canada, relating to the Toronto Esplanade, and for other purposes therein mentioned," power was granted to the Corporation of the City of Toronto to convey to the parties hereinafter described of the second, third and fourth parts a right of way over, upon and along twelve feet six inches off the south part of Esplanade Street from York Street to the easterly limit of the said Esplanade for Railway purposes, which said right of way the said Corporation is willing and has determined to grant.

Now this indenture witnesseth that the said Corporation of the City of Toronto in pursuance of the said Act of Parliament doth hereby grant unto the said several Railway Companies, parties hereto of the second, third and fourth parts, a right of way over, upon and along twelve feet six inches in width off the south part of Esplanade Street adjoining the northern limit of the south forty feet of the said Esplanade, and extending along Esplanade Street from York Street to the easterly limit of the said Esplanade for Railway purposes, as in the said agreement mentioned, subject to and upon the terms and conditions in the said Act of Parliament, and in the said agreement which forms the schedule thereto mentioned.

AND subject also to the further conditions that the said Railway Companies parties hereto, shall not nor will any or either of them block up or obstruct any of the public streets or crossings leading over the Railway Tracks to the wharves or water frontage with any trains, cars, engines, materials, stock, freight or other Railway appliances.

To have and to hold the same unto the said three Railway Companies, parties of the second, third and fourth parts, their successors and assigns, to and for their own use forever, subject to and for the purposes and upon the terms and conditions mentioned in the said Act of Parliament and in the said agreement.

AND the said Grand Trunk Railway Company do hereby covenant and agree with the Corporation of the City of Toronto, that any person or persons owning or leasing a wharf or wharves south of said Esplanade, may at any time lay down and construct from the south side of the Grand Trunk Railway a siding or switch and connect the same with the southerly track of the Grand Trunk Railway.

PROVIDED always, however, that the said siding and switch shall before being laid down and constructed, be submitted to and approved by the said Grand Trunk Railway Company in writing.

AND further that the said siding and switch as to its use, shall be under and subject to the exclusive control of the said Grand Trunk Railway Company.

AND each of the said Railway Companies, parties hereto of the second, third and fourth parts, do hereby covenant with the Corporation of the City of Toronto to observe, perform and faithfully discharge all the duties, obligations, matters and things which in, and by the fourth, fifth, sixth, and seventh clauses of the said Act, or in and by the schedule thereto, or in and by this Indenture, are required to be done separately or jointly by one or either of the said Companies

1865

19th April
Grant City to
Railway Cos
of right of way
on Esplanade

AND each of them doth further covenant to conduct their business with the said City of Toronto upon the said tracks and switches in all respects so as to produce as little inconvenience to the general traffic on Esplanade Street and other streets leading to the wharves as is practicable or can reasonably be expected from them.

AND the said Corporation of the City of Toronto do hereby for themselves and their successors, covenant with the parties of the second, third and fourth parts respectively, that they the said parties shall, and each of them shall, for the purposes in the said Act and agreement mentioned, have the quiet possession and enjoyment of the said right and easement hereby granted.

AND that they, the said party of the first part, and their successors will, upon the request and at the costs and charges of the said parties of the second, third and fourth parts, make such other further act and deed, as may be necessary for the full and proper carrying out of the said Act and agreement, according to the true intent and meaning thereof, as they the said parties of the second, third and fourth parts may reasonably require or be advised to have done.

AND lastly, the said Corporation of the City of Toronto, for themselves and their successors covenant with the parties of the second, third and fourth parts respectively, that the time mentioned in the said agreement for the completion of the sidings therein mentioned, shall be extended to the first day of June, now next ensuing the date hereof.

In witness whereof the said Corporation of the City of Toronto have hereunto affixed their corporate seal, and signed the same by the hand of Francis H. Medcalf, Esquire, Mayor of the said City. Countersigned by Andrew T. McCord, Esq., Chamberlain of the said City. And the said respective Railway Companies parties of the second, third and fourth parts have hereunto affixed their respective corporate seals, and signed the same by the hands of their respective Presidents on the day and year first above written

Signed sealed and)
delivered.)

F. H. MEDCALF, { Seal of City
Mayor. { of Toronto

AGREEMENT, BETWEEN THE CITY OF TORONTO AND GRAND
TRUNK RAILWAY COMPANY, DATED 15TH MAY, 1866, FOR
PURCHASE OF UNION STATION SITE.

1866

15th May
Agreement, City
and G. T. R. re
Union Station
Site.

THIS AGREEMENT made this fifteenth day of May, in the year of our Lord one thousand eight hundred and sixty-six.

BY and between the Corporation of the City of Toronto, of the first part and the Grand Trunk Railway Company of Canada, of the second part.

WITNESSETH, that the said parties have agreed as follows, that is to say: That the party of the second part hereinafter called the Company, have agreed to purchase, and the party of the first part, hereinafter called the City, have agreed to sell and convey, and hereby do agree to sell and convey subject to the contingency hereinafter mentioned, all that part of the Water Lots in the City of Toronto, north of Esplanade Street, and situate between Simcoe and York Streets, the north line to be a parallel line to Front Street, and to be fixed about one hundred and fifty feet south thereof; upon the terms and subject to the conditions following, that is to say:

THAT the price for the said lands shall be twenty thousand dollars; that the City will surrender to the Crown, if necessary, the present grant which they hold of the said Water Lots in so far as it relates to the above described lands, on condition that the Crown will grant the said lands in fee to the City or the Company as may be thought best.

THAT in case the patent issues to the Company direct, then the Company will execute and deliver to the City a mortgage in fee with the usual covenants, but conditioned for payment in all respects the same as the mortgage heretofore granted by the Company to the City for the lands bought by the Company from the City, and known as the Round House Block, that is, that the Company paying the interest at the rate of six per cent. per annum half yearly, the principal money shall not be payable in the option of the Company until they elect to do so, the conditions, provisions and stipulations in this respect to be the same as in the mortgage referred to, the patent to contain conditions that the land in question is only to be used for a Passenger Railway Station for the City of Toronto.

IN case the new grant issues to the City, they are to give a deed free from encumbrances, and take a mortgage as provided above similar in all respects. The Company are to procure the said grant which they undertake to do on the said surrender being made.

THAT the Company may at once take possession, and that from this date the said interest shall be payable and the Company may at once proceed with their works upon the said premises.

THE effect of this agreement shall be, that upon and after the execution hereof the Company will hold under this agreement only.

THE Company agree to surrender to the City any lease or leases they now hold and that the covenants respecting said premises now held by both parties hereto, and to said lease or leases are by this agreement ended, and all liability on either party thereunder is by this agreement also determined and ended.

EACH of the above parties hereto covenants and agrees with the other to abide by, perform and keep the above agreement in all respects, and to perform the same.

IT is agreed also that as the above described land is to be used for the purpose of a passenger station, that the Company and those Companies who may use the

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said station may and shall have the right to cross Esplanade Street with their tracks as often and in the manner required for the proper working of the traffic in and out of the said station in the most safe and convenient manner.

THE Company agree that they will permit and allow any other Railway Company to enter upon the station to be erected upon the said premises for the purposes of making the same a terminal station at Toronto; this privilege to be given on such terms as to rent and otherwise as said Company and such other Company or Companies may agree upon, or on failure of agreement as may be fixed by arbitration.

PROVIDED always and it is expressly declared and agreed that while the City will by all reasonable acts assist in obtaining the said patent from the Crown in the form necessary to the carrying out of the said agreement in its true spirit and meaning, still the Company assume the whole trouble and expense of getting the new patent from the Crown, or of such legislation as may be found necessary in case legislation has to be resorted to, and that in case of failure to get the patent in a form to authorize the carrying out of the sale in the manner above agreed upon, or of legislation authorizing a conveyance in accordance with the terms of this agreement, that in such case this agreement shall cease and be void, and each party shall revert to their former position as it was before this agreement was made.

AND further that the provisions of this agreement shall be carried out with all reasonable despatch.

AND further that nothing in this agreement contained shall be taken as conveying the idea that the mortgage now held by Mrs. Hancox, of Bath, in this Province, or any other person on one of the Water Lots, a part of which is covered by this agreement, is to be paid by the Company, or that the said mortgage forms any part of the said consideration money, or that the City are directly or indirectly, or in any way liable for the said mortgage, or any part thereof, or that they directly or indirectly assume any responsibility in respect thereof or of any part thereof. But nevertheless the Company covenant with the City to save the City harmless against the said mortgage and all monies payable thereunder or any mortgage on said premises whoever may have same.

AND also that before this agreement is delivered the Company do pay all rent upon any part of the said lands held by them as tenants to the date hereof.

IN witness whereof the said parties hereto have hereunto affixed their respective corporate seals the day and year first above written.

Signed, sealed and delivered)
in presence of)

A. T. McCORD,
Chamberlain.

{ Seal of City of }
{ Toronto. }

1866

15th May
Agreement, City
and G T R re
Union Station
Site

GRANT, THE CITY OF TORONTO TO GRAND TRUNK RAILWAY COMPANY, DATED
29TH FEBRUARY, 1868, OF THE UNION STATION SITE.

1868

29th February.
Grant, City to
G. T. R., of Union
Station Site.

THIS INDENTURE made this twenty-ninth day of February in the year of our Lord one thousand eight hundred and sixty-eight, by and between the Corporation of the City of Toronto of the first part, and the Grand Trunk Railway Company of Canada of the second part.

WHEREAS by letters patent under the great seal of the late Province of Canada, bearing date the twenty-first day of February, in the year of our Lord one thousand eight hundred and forty, all and singular certain parcels or tracts of land covered with water, situate in front of the City of Toronto, and also all those parcels or strips of land situated between the top of the bank and the water's edge of the bay, situated in the City of Toronto, adjoining to the said water lots, and which water lots, land covered with water, and strips of land are more particularly mentioned and described in and by the said letters patent, were granted to the said City of Toronto (the party hereto of the first part) and its successors for ever, under the reservations, limitations, uses, trusts and conditions therein expressed, to have and to hold the said parcels and tracts of land thereby given and granted to the said City of Toronto, and its successors forever, upon trust in the first place, and to and for the uses of the City of Toronto, and from time to time to lease and let such, and such parts of the said water lots and strips of land as from time to time the Mayor, Aldermen and Commonalty of the said City of Toronto in common council assembled should order and direct for such terms not exceeding in any one term the period of fifty years, reserving by such lease or leases such reasonable rent or rents as the said Mayor, Aldermen and Commonalty of the said City of Toronto in common council assembled should order and direct to be reserved and paid by the said lessees; the said rent and rents to be reserved to and for the public uses and purposes of the said City of Toronto, and for other trusts therein mentioned and set forth.

AND whereas the said parties of the second part have required and do require for the purposes of their railway, at and in the City of Toronto, all that part of the above mentioned premises hereinafter described.

AND whereas the said parties of the second part, under and in pursuance of the statutes in that behalf made and provided, took the necessary steps to enable them to acquire the said premises so hereinafter described for the purposes aforesaid, and thereupon they applied to the party of the first part for the purpose of agreeing upon the compensation to be made by them, the parties of the second part, to the party of the first part for the said lands; and thereupon an agreement was made under the corporate seals of the said parties to this indenture, bearing date the fifteenth day of May, in the year of our Lord one thousand eight hundred and sixty-six, for the sale of the said lands and tenements, and in which said agreement it is amongst other things recited that the parties to this indenture and to said agreement of the second part has agreed to purchase and the parties of the first part, the said party hereto of the first part, has agreed to sell and convey subject to the contingency: thereafter in said agreement mentioned, all that part of the water lots in the City of Toronto north of Esplanade street, and situate between Simcoe and York streets, the north line to be a parallel line to Front street and to be fixed about one hundred and fifty feet south thereof, upon the terms and subject to the conditions in said agreement expressed in relation

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29th February
Grant City to
G. T. R. of Union
Station Site

thereto that the price for the said lands should be twenty thousand dollars, that the said purchase money should be secured by mortgage upon the said premises with the usual covenants, but conditional for payment in all respects the same as the mortgage heretofore granted by the company, the parties hereto of the second part, to the party hereto of the first part, for the lands bought by the said company from the party hereto of the first part, and known as the "Round House Block," that is, the company paying the interest at the rate of six per cent per annum, half yearly, the principal money should not be payable in the option of the company until they should elect to do so, the conditions, provisions and stipulations in this respect to be the same as in the mortgage above referred to, the land in question only to be used for a passenger railway station for the City of Toronto, that the company might at once take possession, and that from the date of said agreement the said interest should be payable, and the company might at once proceed with their works upon the said premises, that the effect of the said agreement should be that upon and after the execution thereof the company should hold under the terms of said agreement only, that the company agreed to surrender to the city (the party hereto of the first part) any lease or leases they then hold, and that the covenants respecting said premises then held by both parties were by the said agreement ended, and all liability thereunder was by the said agreement ended and determined, and each of the said parties to said agreement thereby covenanted and agreed each with the other to perform and keep the said above recited agreement in all respects and perform the same. And it was also agreed in and by said agreement that as the above described land was and is to be used for the purposes of a passenger station, that the company and those companies who may use the said station, might and should have the right to cross Esplanade street with their tracks as often and in the manner required for the proper working of the traffic in and out of the said station in the most safe and convenient manner. And that the said company agreed that they would permit and allow any other railway company to enter upon the station to be erected upon the said premises for the purpose of making the same a terminal station at Toronto; this privilege to be given on such terms as to rent and otherwise as said company and such other company or companies might agree upon or on failure of agreement as might be fixed by arbitration, and that the provisions of the said agreement should be carried out with all reasonable despatch.

AND whereas the said parties hereto of the second part are willing to take a conveyance of said lands under the powers contained in the 66th chapter of the consolidated statutes of Canada, and under the provisions of the statute passed in the twenty-fourth year of Her Majesty's reign and chapter 17, and they claim that by such statutes the party of the first part is authorized to sell and convey the same to the parties of the second part for the purposes of their railway, free from all trusts, and to give to the said parties of the second part a title in fee simple therefor, the said lands being required and purchased for the use and for the purposes of the railway of the party of the second part.

THEREFORE this indenture witnesseth that the party of the first part for and in consideration and in pursuance of the first mentioned agreement and of the covenants therein contained, and in consideration of the sum of twenty thousand dollars of lawful money of Canada to them by the parties of the second part to be paid and secured as in the terms of the hereinbefore recited agreement mentioned, have and by these presents do, under, and by virtue of the provisions of the above mentioned statutes, and at the request of the said parties of the second part bargain, sell, assign, transfer, convey, and confirm, and make over

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unto the said parties of the second part, all that tract and parcel of land in the City of Toronto situate and bounded on the south by the north line of the Toronto Esplanade on the east by York street, on the west by Simcoe street and on the north by a line drawn from an iron post planted on the west side of York street to Simcoe street, at a distance of one hundred and fifty feet more or less from the south side of Front street and parallel thereto, together with the appurtenances and all houses, outhouses, woods, ways, and waters therein situate and being to have and to hold the same and every part thereof to the parties of the second part, their successors and assigns, to their own use for ever, for the purposes mentioned in the said agreement.

AND it is also mutually covenanted and agreed by and between the parties hereto, each for themselves and each for their successors and assigns in the manner following, that is to say

First.—That they, the parties of the first part, and their successors and assigns, shall and will at any time and at all times and from time to time, as often as shall be required by the parties of the second part, their successors and assigns, make, do, and execute any document, deed or instrument, or will give any assistance and do all and every reasonable act which may be required in order to vest the said lands in the parties of the second part for the purposes above expressed in fee simple, freed from all trusts whatsoever, and that all the costs attending such acts shall be borne by the parties of the second part, their successors and assigns.

Second.—And further that they the said parties of the second part, their successors and assigns, shall have the full right, power, and authority to lay down upon and across Esplanade street, in the said City of Toronto, west of the east side of York street aforesaid, all and as many railway tracks as they may think necessary, and as may from time to time be required by them or by any other railway company using the station to be erected upon the said premises for the purposes of the convenient and safe and easy ingress and egress to and from their said station so to be built thereon as aforesaid. That the parties of the second part covenant to indemnify and save harmless the party of the first part from the Hancox mortgage in said agreement mentioned.

In witness whereof the said parties hereto have hereunto affixed their official corporate seals, on the day and in the year first above written.

Sealed and delivered in the presence of
of C. W. Cooper, by the Mayor
of the City of Toronto.

JAMES E. SMITH, { Seal of City
Mayor. { of Toronto.

Received on the day of the date of
this Indenture of the parties of
the second part, the sum of
twenty thousand dollars of law-
ful money of Canada.

A. T. McCORD,
Chamberlain.

WITNESS: MATTHEW B. HICKS,
Toronto.

AGREEMENT OF AMALGAMATION, DATED 25TH DAY OF MAY, 1882 BETWEEN
THE GRAND TRUNK AND GREAT WESTERN RAILWAY COMPANIES

The Deed made the 25th day of May, 1882, between The Grand Trunk Railway Company of Canada in this Agreement called "The Trunk Company" of the one part, and The Great Western Railway Company (of Canada) in this Agreement called "The Western Company" of the other part

Whereas the Capital of the Trunk Company at the date of these presents hereinafter called Grand Trunk Capital consists of the sums mentioned in the First Schedule hereto in which Part I. shows the amount of Borrowed Capital hereinafter called Grand Trunk Borrowed Capital and Part II. shows the amount of Stock or Share Capital including both Preference and Ordinary Stock and Share Capital which Preference and Ordinary Stock and Share Capital is hereinafter called Grand Trunk Share Capital. And whereas the Capital of the Western Company at the date of these presents hereinafter called Great Western Capital consists of the sums mentioned in the Second Schedule hereto in which Part I. shows the amount of Borrowed Capital hereinafter called Great Western Borrowed Capital and Part II. shows the amount of Stock and Share Capital including both Preference and Ordinary Stock and Share Capital which last mentioned Preference and Ordinary Stock and Share Capital is hereinafter called Great Western Share Capital. And whereas under the powers conferred by an Act of the Provincial Legislature of Canada passed in the 16th year of Her Majesty Chapter 39 intituled "An Act to empower any Railway Company whose Railway forms part of the Main Trunk Line of Railway throughout this Province to unite with any other such Company or to purchase the property and rights of any such Company and to repeal certain Acts therein mentioned incorporating Railway Companies" and by another Act of the same year Chapter 76 intituled "An Act to extend the provisions of the Railway Companies Union Act to Companies whose Railways intersect the Main Trunk Line or touch places which the said Line also touches" and the Acts amending or extending these two Acts and under all other Acts and powers enabling them the Directors of the Trunk Company have agreed with the Directors of the Western Company that the Companies they respectively represent shall be united as one Company upon the terms and subject to the provisions hereinafter contained. Now these Presents witness that each of them the Trunk Company and the Western Company pursuant to the powers conferred on them by the two last-mentioned Acts of the 16th year of Her Majesty or otherwise howsoever do hereby agree with the other of them and do declare in manner following that is to say:—

1. On and after the 12th day of August 1882 (which date is in these presents called the date of Union) the Trunk Company and the Western Company shall be and become united as one Company and one Corporation.
2. In accordance with the direction for this purpose contained in the before-mentioned Act of the 16th year of Her Majesty Chapter 76 the corporate name of the Company (in these presents called the United Company) formed by the union of the Trunk Company and the Western Company shall be "The Grand Trunk Railway Company of Canada."
3. The United Company shall be invested with and have all the rights and property and be responsible for all the liabilities of the Trunk Company and the Western Company and any right or claim which could be enforced by or against either of them may on and after the date of Union be enforced by or against the United Company.

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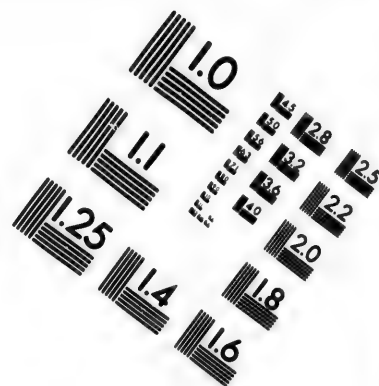
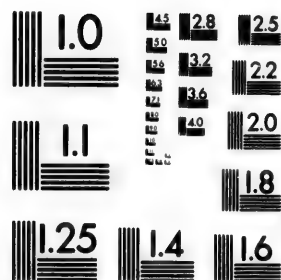
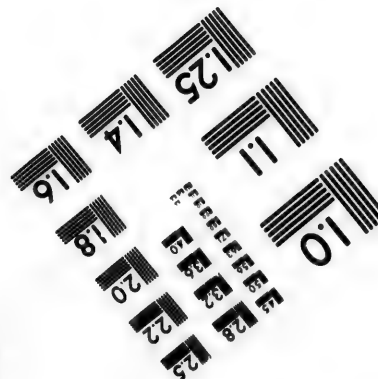


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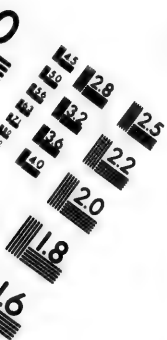


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G. W. R.

4. The Borrowed Capital existing at the date of Union of the Undertaking of the United Company in these presents called the United Undertaking shall consist of the Grand Trunk Borrowed Capital and the Great Western Borrowed Capital respectively mentioned in the first parts of the two schedules hereto.

5. This Agreement is subject to the proviso contained in the Fourth Section of the said Act of the 16th year of Her Majesty Chapter 39 which is in the words following that is to say "Provided always that the rights of the Province or of Her Majesty on behalf of this Province under any guarantee given to any such Company or otherwise or of any person or party having any special hypothec or privileged claim upon the lands and buildings tolls revenues or other property real or personal of either of such Companies or upon any part thereof shall not be impaired by such Union and the Company shall keep separate accounts with respect to each Railway so as to ascertain the property or moneys upon which any such hypothec or privilege may attach."

6. Subject and without prejudice to the rights reserved by the provision quoted in the last preceding clause of these presents the earnings of the United Undertaking shall be liable and applicable to discharge rateably and without priority all debts and liabilities of the Trunk Company and the Western Company.

7. The Share Capital of the United Company shall consist of two classes namely the Grand Trunk Share Capital mentioned in the second part of the First Schedule hereto being the whole Share Capital of the Trunk Company and the Great Western Share Capital mentioned in the second part of the Second Schedule hereto being the whole Share Capital of the Western Company which two classes of Capital shall together constitute the total Share Capital of the United Company as existing at the date of Union.

8. Any issue of Share Capital which could immediately before the date of Union be made by the Trunk Company or the Western Company may from time to time be made by the United Company under the powers conferred by the Acts relating to the Trunk Company or the Western Company as the case may be or otherwise and having regard to the terms of these presents and all increase of Share Capital so made shall be apportioned as follows namely 70 per cent. of such increase shall be apportioned and added to Grand Trunk Share Capital and 30 per cent. of such increase shall be apportioned and added to Great Western Share Capital but such increase shall not be made so as to raise either the Trunk Share Capital or the Western Share Capital to an amount in excess of that to which each could have been raised if these presents had not been made. Provided that no powers shall be exercised by the United Company to create and issue Share Capital in lieu of borrowing powers under the 11th Section of "The Great Western Railway Act 1876" or as amended by the 5th Section of "The Great Western Railway Act 1882" unless consent shall be given thereto by the vote of three-fourths of the holders of Great Western Share Capital carrying a Dividend at the rate of 3 per cent. as hereinafter mentioned present in person or by proxy at any Special General Meeting of the holders of such Share Capital called for the purpose but if such consent be given 70 per cent. shall be apportioned and added to Grand Trunk Share Capital and 30 per cent. shall be apportioned and added to Great Western Share Capital.

9. The number of Directors of the United Company shall be fourteen.

10. The number of Directors may at any time be increased or reduced by the shareholders in Special General Meeting.

11. One-third in number as near as may be of the Directors of the United Company shall each be the holder of at least £2,000 of the Great Western Share

Capital carrying a dividend at the rate of 3 per cent. as hereinafter provided and each of the other Directors shall be the holder of at least £2,000 of the Grand Trunk Share Capital and any Director who ceases to be a holder of such Capital of the Company to that amount shall thereupon also cease to be a Director of the United Company.

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12. The First Directors of the United Company shall be Sir Henry Whatley Tyler M.P. Sir Charles Lawrence Young Baronet Lord Claud John Hamilton M.P. Robert Young Robert Gillespie William Unwin Heygate James Charles The Right Hon. David Robert Plunkett M.P. The Hon. James Ferrier Viscount Bury Henry Doughty Browne Colonel Edward Chaplin John Marnham and Major Alexander George Dickson M.P. and they shall be the Directors until an election of Directors shall be held and made by the persons entitled to vote as hereinafter provided. In case of any vacancy prior to the first election from death or resignation it shall not be filled up so long as there shall be twelve. The first election of Directors shall take place in the month of March 1883 and the election of Directors thereafter shall take place at meetings of the United Company to be held in the month of March or April in each year as the Directors shall from time to time by bye-laws passed for that purpose direct.

13. Subject to the provisions contained in the next clause of these presents holders of Grand Trunk Capital shall continue to have the like power (if any) to vote at all General Meetings of the United Company on and after the date of Union as holders of similar Capital in the Trunk Company have at the date of these presents to vote at meetings of that Company and holders of Great Western Capital shall continue to have the like power (if any) to vote at all General Meetings of the United Company on and after the date of Union as holders of similar Capital in the Western Company have at the date of these presents to vote at Meetings of that Company.

14. Holders of Grand Trunk Capital entitled to vote at Meetings of the United Company as in the last preceding clause mentioned shall have the same number of votes respectively as they have in the Trunk Company at the date of presents. Holders of that portion of the Great Western Share Capital carrying a dividend at the rate of 3 per cent. as hereinafter provided shall respectively have one vote for every £13 nominal of such Capital held by them until £6,000,000 (including the amount already issued) of Grand Trunk Debenture Stock has been issued and thereafter one vote for every £10 nominal of such Great Western Share Capital.

15. The Directors of the Trunk Company and the Directors of the Western Company shall go out of office on the day before the date of Union and the Directors of the United Company shall come into office and undertake the direction and control of the affairs of that Company on the day of the date of Union.

16. The quorum of the Directors of the United Company shall be from time to time fixed by the Directors.

17. Any Director not in Great Britain may vote by proxy at any Board Meeting but the proxy shall be appointed in writing and shall himself be a Director and a Director shall not act as proxy for more than two other Directors.

18. Of the Directors of the United Company first elected by the shareholders one-third as nearly as may be to be determined by ballot among the whole body of Directors unless they shall otherwise agree shall go out of office at the Ordinary General Meeting held in the month of March or April in the year 1884 and the like number to be determined by ballot among the other Directors unless they shall otherwise agree shall go out of office at the Ordinary General Meeting

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held in the month of March or April in the year 1885 and the remainder of the Directors first elected shall go out of office at the Ordinary General Meeting in the month of March or April in the year 1886 and in each instance the places of the retiring Directors shall be supplied by an equal number of qualified holders of Capital of the United Company and at the first Ordinary General Meeting held in the year next after the whole of the Directors first elected shall have gone out of office and in each succeeding year one-third of the Directors being those who have been longest in office shall go out of office and their places shall be supplied in like manner but every Director going out of office may be re-elected and after re-election shall with reference to going out by rotation be considered as a new Director and in case at any time the number of Directors shall not be divisible by three the Directors shall determine what number as nearly equal as may be are to go out of office so that the whole number of Directors shall go out of office every three years but in case at any meeting the vacancies then occurring in the office of Director shall not be filled up the outgoing Directors if willing to act shall be deemed re-elected and shall continue in office.

19. The first Ordinary General Meeting of the holders of Capital in the United Company entitled to vote at such meeting shall be held at such time in the month of March in the year 1883 and at such place in London England as the Directors may appoint. General Meetings of the United Company whether Ordinary or Special shall be held in London England and two Ordinary General Meetings of the Company shall be held one in March or April and the other in September or October in each year unless the Directors shall by bye-law appoint any other months and at the first of such two Meetings in every year the election of Directors and Auditors shall take place. Advertisements of each General Meeting shall be published once at least in each of two London daily morning newspapers and once at least in the "Canada Gazette" not less than twenty-one days before the holding of the Meeting and such advertisements shall be sufficient without further or other notice.

20. At the first Ordinary General Meeting of the United Company two Auditors resident in Canada and two Auditors resident in England shall be appointed one of which Auditors in Canada and one of which Auditors in England to be determined in the first instance by ballot between the Canadian and English Auditors respectively unless they agree among themselves and afterwards by seniority of election shall go out of office at each subsequent General Meeting at which Directors go out of office and at such Meeting Auditors shall be elected to supply the place of the Auditors retiring and any Auditor going out of office may be re-elected and after re-election shall in reference to outgoing be deemed newly elected and if no Auditors be elected the outgoing Auditors shall continue in office and be deemed re-elected. On or immediately after the date of Union the Board of Directors of the United Company shall appoint two auditors resident in Canada and two Auditors resident in England who shall hold their office until the first Ordinary General Meeting of the United Company.

21. The Auditors shall examine and report upon the Accounts of the Company and shall have all necessary powers and facilities for that purpose.

22. The net earnings of the United Undertaking shall mean the surplus of the earnings of that undertaking and of the revenues of the United Company from all sources after discharging the working expenses thereof and working expenses shall mean and include all expenses of maintenance and renewal of the Railways and of the stations buildings ferries works and conveniences belonging thereto and of the rolling and other stock and moveable plant used in the working thereof and also interest on Borrowed Capital and all such rents percentages of

receipts interest guaranteed or annual sums as may be paid in respect of Railways warehouses wharves or other property leased to or held by the Trunk Company or the Western Company at the date of Union or to or by the United Company thereafter and also all moneys payable by way of rebate or otherwise under traffic or working arrangements between the Trunk Company or the Western Company or the United Company and any other Corporation or person or in respect of the hire of engines carriages or wagons let to the separate Companies before the Union or to the United Company sums payable in the adjustment of the pooling or division of traffic rent charges or interest on lands rented by or otherwise belonging to the United Company or purchased but not paid for and also all expenses of and incident to working the Railways and the traffic thereon including stores and consumable articles also rates taxes insurance and compensation for accidents or losses also all salaries and wages of persons employed in and about the working of the Railways and traffic contributions to superannuation or other like funds and all secretarial and establishment expenses including Directors' fees salaries of Commissioners agency legal other like expenses and generally all such charges (if any) not above otherwise specified (and no other) as in the case of English Railway Companies are usually carried to the debit of Revenue as distinguished from Capital Account Provided however that nothing herein contained shall give to the Proprietors or Mortgagees or Bondholders of any Railway warehouse wharf or other property leased to or held by the separate Companies at the date of Union or leased to or held by the United Company thereafter any further or other rights against the United Company its property or earnings than they have under the Lease Mortgage Bond Agreement or Guarantee upon which their rights are based Provided that money paid under a guarantee shall if and when repaid be applied as nearly as may be in the same manner as it would have been applied if no payment thereof under the guarantee had been made. Provided always that the sums equal to twenty per cent. of the traffic interchanged between the Wellington Grey and Bruce Railway and the Western Company as defined in the Agreements between the Wellington Grey and Bruce Railway Company and the Western Company which by the said Agreements the Western Company became bound to apply in acquiring the Mortgage Bonds of the Wellington Grey and Bruce Railway Company shall on and from the date of Union be applied by the United Company as an investment by the United Company in the Wellington Grey and Bruce Railway Company's said Bonds to be reimbursed by re-sale of the Bonds thus acquired and that such sums are not to be charged upon the revenue or earnings of the United Company or any part thereof but profit or loss on re-sale shall be credited to or charged against revenue and a similar course shall be pursued in any other similar case whether as regards the Undertaking of the Trunk Company or the Western Company.

23. The net earnings of the United Undertaking shall be divided between the two classes of Share Capital as follows that is to say:—

- (A) Seventy per cent. of such net earnings shall be appropriated and belong to Grand Trunk Share Capital.
- (B) The remaining thirty per cent. of such net earnings shall be appropriated and belong to Great Western Share Capital.
- (C) But if in any year ending on the 31st day of December the thirty per cent. of net earnings appropriated to Great Western Share Capital should be insufficient to pay a Dividend for that year at the rate of five per cent. per annum on the portion of that Capital carrying a Preference Dividend at that rate and also a Dividend for that year at the rate of three per cent. per annum on the remaining portion of that Capital then

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the amount required to make up the full amount for that year of such Dividends at five per cent and three per cent. respectively shall be paid and made good out of the seventy per cent. of net earnings appropriated for that year to Grand Trunk Share Capital but not out of the seventy per cent. of net earnings so appropriated for any subsequent year except that if the entire net earnings of any year shall be insufficient to pay the said Dividend at five per cent. (which is and is to remain a cumulative Dividend) the deficiency is to be a first charge payable out of net earnings in subsequent years.

- (D) Nevertheless no higher Dividend than such Dividend at the rate of three per cent. shall in any year subsequent to a deficiency be paid on the portion of Great Western Share Capital carrying that rate of Dividend unless and until all sums which shall for the time being have been paid out of the seventy per cent. appropriated to Grand Trunk Share Capital for the purpose of making good deficiency of Dividend on Great Western Share Capital shall have been repaid to Grand Trunk Share Capital out of the surplus (if any) of the thirty per cent. appropriated to Great Western Share Capital and remaining after discharging the Dividends at five per cent. and three per cent. respectively on the several portions of that capital.
- (E) The same principle as to division of net earnings shall be applied as nearly as can be to the portion of a year commencing on the date of Union and ending on the 31st day of December 1882
- (F) Out of items standing at credit in the books of the Western Company derived from revenues including funds in reserve the Western Company shall set apart and the United Company shall pay so much money as may be necessary to pay the Preference Dividend at the rate of five per cent. per annum to the date of Union upon so much of the Western Company's Share Capital as carries that rate of dividend.
- (G) Provided however that when and so often as there shall be any deficiency in the said three per cent. Dividend owing to the insufficiency of the said thirty per cent. appropriated to Great Western Share Capital as aforesaid in any year to provide the same for such year the United Company shall be entitled to apply and shall apply so much as may be necessary to make good such deficiency out of the amount which may stand from time to time to the credit of the present Reserve Funds of the Western Company which are to be kept in reserve by the United Company as an additional security for the regular payment of such three per cent. Dividends and as a protection to the said seventy per cent. appropriated to Grand Trunk Share Capital as aforesaid against its obligation aforesaid to make good any such deficiency but the United Company shall not be bound to set aside any particular investment or funds to represent the said Reserve Funds.
- (H) If for any half-year ending on the 30th day of June a Dividend has been paid to any class of Stock or Share Capital which on making up the accounts for the year ending on the 31st day of December following it is found that that class of Stock or Share Capital is not entitled to receive then the excess shall be adjusted and repaid in the accounts of that 31st day of December if the same can be done and if not then in the accounts of the following or any subsequent year.

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24. Subject as in this Agreement provided the seventy per cent. of net earnings of the United Undertaking appropriated to Grand Trunk Share Capital shall be paid and applied to the persons and in the manner to whom and in which the net earnings of the Undertaking of the Trunk Company would have been payable or applicable if these presents had not been made.

25. The thirty per cent. of net earnings of the United Undertaking appropriated to Great Western Share Capital together with any sums paid out of the Great Western Reserve Fund and out of the seventy per cent appropriated to Grand Trunk Share Capital to make up deficiency in Dividend as in Clause 23 provided shall be paid and applied to the persons and in the manner to whom and in which the net earnings of the Undertaking of the Western Company would have been payable or applicable if these presents had not been made.

26. All the books vouchers and documents of the Grand Trunk Company and the Western Company shall on the day of the date of Union be transferred to and belong to the United Company and the registers of holders of Borrowed Capital and Share Capital of the Trunk Company and the Western Company shall continue to be kept as registers of the United Company with such variations in the Certificates and otherwise as may be ordered by the Directors of the United Company.

27. The Directors of the United Company shall wind up the affairs of the Trunk Company and the Western Company to the date of Union and finally balance the books of these two Companies to that date and all moneys due or standing to the credit of each of these two companies on the date of Union shall be paid and applied by the Directors of the United Company for the purposes and in the manner to which they would have been payable or applicable if these presents had not been made.

28. All the officers and servants of the Trunk Company and the Western Company shall on and after the date of Union become the officers and servants of the United Company at the salaries or wages and upon the terms at and upon which they were previously employed by the Trunk Company or the Western Company as the case may be.

29. The Directors of the United Company may from time to time make Bye-laws for the management and disposition of the stock property and business affairs of the United Company not inconsistent with the laws of Canada and the provisions contained either expressly or by reference in these presents and for the appointment of all officers servants and artificers and prescribing their respective duties.

30. All Acts of the Legislature of Upper or Lower Canada or of the Province of Canada or of the Parliament of the Dominion of Canada relating to the Trunk Company or the Western Company except so far as hereby expressly varied and except so far as otherwise provided by the Act of the 16th year of Her Majesty Chapter 39 or by any other Act shall apply and have effect with respect to the United Company in the same manner as if these Acts had originally applied to the United Company but generally except as aforesaid the United Company shall continue to be carried on and managed and all Bye-laws rules and regulations shall have effect as if the United Company were the same Company as the Trunk Company and as if the whole Undertaking of the United Company had been originally the Undertaking of the Trunk Company and in case of any conflict between the provisions of the Acts of any Legislature or Parliament relating to the Trunk Company and the Acts of any Legislature or Parliament relating to the Western Company the provisions of the Acts relating to the Trunk Company shall prevail.

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31. These presents and the agreement herein contained are made subject to the provisions of the several Acts of Legislature and Parliament hereinbefore mentioned or referred to and all other Acts of Legislature and Parliament relating to the objects intended to be effected by these presents and also subject to resolutions being passed pursuant to the said Acts by a Special General Meeting of the Trunk Company and also by a Special General Meeting of the Western Company ratifying these presents and in case such resolutions should not be passed before the twelfth day of August next these presents shall become void.

32. This Agreement shall be executed in duplicate and when the same shall have been ratified and become binding on the Trunk Company and the Western Company one of such duplicates shall be delivered to and be retained by the United Company and the other of such duplicates together with copies of the Resolutions ratifying the same passed at the Special General Meetings of the Trunk Company and the Western Company called for the purpose such copies to be certified by the Secretaries of the respective Companies shall be filed in the Office of the Secretary of State for the Dominion of Canada and these presents shall thenceforward be deemed to be the Agreement and Act of Union of the Trunk Company and the Western Company and copies properly certified of these presents and of the certified resolutions so filed shall be evidence of the Union of the Trunk Company and the Western Company into the United Company.

In witness whereof the Companies parties hereto have affixed their Common Seals the day and year first above written.

H. W. TYLER,
President.

Seal of the Grand
Trunk Railway
Company of
Canada.

BURY,
President.

Seal of the Great
Western Railway
Company.

Date
of T

15th

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Ordin

The First Schedule above referred to.

GRAND TRUNK CAPITAL.

PART I.

(GRAND TRUNK BORROWED CAPITAL.)

1882			
Date of Maturity of Terminable Bonds.	Security.	Amount.	Annual Charge.
		£	£
	Five per cent. Perpetual Debenture Stock	4,270,575	213,529
	Terminable Bonds		
15th Oct., 1882 . .	First Equipment Mortgage Bonds	56,300	7,734
15th April, 1883 .	First Equipment Mortgage Bonds	24,200	
15th Oct., 1883 . .	First Equipment Mortgage Bonds	48,400	
1st Jan., 1919 . .	Second Equipment Mortgage Bonds	496,700	29,802
1st Dec., 1882 . .	Island Pond Debentures	85,300	5,118
		£4,981,475	£256,183

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PART II.

(GRAND TRUNK SHARE CAPITAL.)

	Authorised.			Issued.		
	£	s.	d.	£	s.	d.
First Preference Stock	3,218,149	2	2	3,218,149	2	2
Second Preference Stock	2,327,794	13	5	2,327,794	13	5
Third Preference Stock	7,168,055	4	6	7,168,055	4	6
Ordinary Stock	13,486,787	16	8	13,394,654	16	8

The Second Schedule above referred to.

GREAT WESTERN CAPITAL.

PART I.

(GREAT WESTERN BORROWED CAPITAL.)

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Date of Maturity of Terminal Bonds.	Security.	Amount	Annual Charge
		£	£
1st Oct., 1882 ...	Five per cent. Perpetual Debenture Stock	2,773,900	138,695
1st Dec., 1890 ...	Seven per cent. Bonds of £100 each	78,300	5,481
1st Oct., 1877 ...	Six per cent. Bonds of £100 each	991,500	59,490
1st Oct., 1878....	Five-and-half per cent. Bonds not yet presented, 3 of £200, 2 of £100, £800	900	Overdue and not carrying interest.
	Five-and-half per cent. Bond not yet presented, 1 of £100		
	£100		
	Total Loans and Debenture Stock	£3,844,600	£203,666

PART II.

(GREAT WESTERN SHARE CAPITAL.)

	Amount Authorised.	Amount issued.
	£ s. d.	£ s. d.
Five per cent. Preference Stock (the dividend on which is cumulative).....	505,753 17 4	505,753 17 4
Ordinary Shares— 298,133 Shares of £20. 10s. each and 247 Shares of \$100 each	6,159,273 17 3	6,116,801 16 10
Total.....	£6,665,027 14 7	£6,622,555 14 2

MEMO.

	£	s.	d.
Amount of Ordinary Shares authorised, as above	6,159,273	17	3
do. do. issued	6,116,801	16	10
DIFFERENCE	£42,472	0	5
Consists of 1,371 Shares unissued at £20. 10s. per share	28,105	10	0
Difference of exchange on Shares taken as of £20. 10s. sterling, and their equivalent at \$100 per Share	14,366	10	5
	£42,472	0	5

**AGREEMENT OF AMALGAMATION DATED 24TH JANUARY, 1888, BETWEEN GRAND
TRUNK, NORTHERN AND HAMILTON AND NORTH WESTERN
RAILWAY COMPANIES.**

This deed made the 24th day of January, 1888 between the Grand Trunk Railway Company of Canada (in this Agreement called the "Trunk Company") of the first part, the Northern Railway Company of Canada (in this Agreement called the "Northern Company") of the second part and the Hamilton and North Western Railway Company (in this Agreement called the "Hamilton Company") of the third part.

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Whereas the Capital of the Trunk Company at the date of these presents (hereinafter called Grand Trunk Capital) consists of the sums mentioned in the first Schedule hereto in which Part I. shows the amount of Borrowed Capital (hereinafter called Grand Trunk Borrowed Capital) and Part II. shows the amount of Stock or Share Capital including both Preference and Ordinary Stock and Share Capital which Preference and Ordinary Stock and Share Capital is hereinafter called Grand Trunk Share Capital: And whereas the Capital of the Northern Company at the date of these presents (hereinafter called Northern Capital) consists of the sums mentioned in the second Schedule hereto in which Part I. shows the amount of Borrowed Capital (hereinafter called Northern Borrowed Capital) and Part II. shows the amount of Stock and Share Capital, including both Preference and Ordinary Stock and Share Capital which last-mentioned Preference and Ordinary Stock and Share Capital is hereinafter called Northern Share Capital: And whereas the Capital of the Hamilton Company at the date of these presents (hereinafter called Hamilton Capital) consists of the sums mentioned in the third Schedule hereto in which Part I. shows the amount of Borrowed Capital) hereinafter called Hamilton Borrowed Capital and Part II. shows the amount of Stock and Share Capital including both Preference and Ordinary Stock and Share Capital which last-mentioned Preference and Ordinary Stock and Share Capital is hereinafter called Hamilton Share Capital: And whereas under the powers conferred by an Act of the Provincial Legislature of Canada passed in the 16th year of Her Majesty Chapter 39 intituled "An Act to empower any Railway Company whose Railway forms part of the Main Trunk Line of Railway throughout this Province to unite with any other such Company or to purchase the property and rights of any such Company and to repeal certain Acts therein mentioned incorporating Railway Companies" and by another Act of the same year Chapter 76 intituled "An Act to extend the provisions of the Railway Companies' Union Act to Companies whose Railways intersect the Main Trunk Line or touch places which the said Line also touches" and any Acts amending or extending those two Acts and under all other Acts and other powers enabling them the Directors of the several Companies parties hereto have agreed with each other that the Companies they respectively represent shall be united as one Company upon the terms and subject to the provisions hereinafter contained. Now these Presents Witness that each of them the Trunk Company, the Northern Company and the Hamilton Company pursuant to the powers conferred on them by the two last mentioned Acts of the 16th year of Her Majesty or otherwise howsoever do hereby agree with the other two of them and do declare in manner following that is to say—

1. This agreement shall take effect on the day (which day is in these presents called the date of Union) following the date when it shall be approved by the General Meetings of the several Companies to be held pursuant to Article 28 and if such meetings shall not be held on the same day then on the day following

Annual
Charge

£
138,695
5,481
59,490

Overdue
and not
carrying
interest.

£203,666

Amount issued.

£ s. d.
505,753 17 4

116,801 16 10

622,555 14 2

£ s. d.
159,273 17 3
116,801 16 10

£42,472 0 5

28,105 10 0

14,366 10 5

£42,472 0 5

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the date of the last Meeting. On the date of Union the Trunk Company, the Northern Company and the Hamilton Company shall be and become united as one Company and one Corporation.

2. In accordance with the direction for this purpose contained in the before-mentioned Act of the 16th year of Her Majesty Chapter 76 the corporate name of the Company (in these presents called the United Company) formed by the Union of the Trunk Company the Northern Company and the Hamilton Company shall be "The Grand Trunk Railway Company of Canada."

3. The United Company shall be invested with and have all the rights and property and be responsible for all the liabilities of the Trunk Company, the Northern Company and the Hamilton Company and any right or claim which could be enforced by or against any or either of them may on and after the date of Union be enforced by or against the United Company.

4. The Borrowed Capital existing at the date of Union of the undertaking of the United Company (in these presents called the United Undertaking) shall consist of the Grand Trunk Borrowed Capital the Northern Borrowed Capital and the Hamilton Borrowed Capital respectively mentioned in the first parts of the three Schedules hereto but nothing herein or in the said Schedules shall interfere with the exercise by the United Company of any powers of enlarging, varying, acquiring, exchanging or converting Borrowed Capital under and for the purposes mentioned in any Act or Acts relating to the Trunk Company the Northern Company or the Hamilton Company.

5. This Agreement is subject to the proviso contained in the fourth Section of the said Act of the 16th year of Her Majesty Chapter 39 which is in the words following (that is to say) "Provided always that the rights of the Province or of Her Majesty on behalf of this Province under any guarantee given to any such Company or otherwise or of any person or party having any special hypothec or privileged claim upon the lands and buildings tolls revenues or other property real or personal of either of such Companies or upon any part thereof shall not be impaired by such Union and the Company shall keep separate accounts with respect to each Railway so as to ascertain the property or moneys upon which any such hypothec or privilege may attach."

6. Subject and without prejudice to the rights reserved by the provision quoted in the last preceding clause of these presents the earnings of the United Undertaking shall be liable and applicable to discharge rateably and without priority all debts and liabilities of the Trunk Company the Northern Company and the Hamilton Company.

7. The Share Capital of the United Company shall consist of four classes namely the Grand Trunk Guaranteed Stock and Preference Stocks set forth in the second part of the first Schedule hereto being the whole Preference stock of the Trunk Company and the Northern Preference Stock set forth in the second part of the second Schedule hereto being the whole Preference Stock of the Northern Company and the Hamilton Preference Stock set forth in the second part of the third Schedule hereto being the whole Preference Stock of the Hamilton Company and fourthly the Ordinary Stock being the aggregate of the Ordinary Stocks of the three Companies parties hereto also set forth in the second parts of the said first second and third Schedules.

8. The number of Directors of the United Company to be elected shall be thirteen.

9. The number of said Directors may at any time be increased or reduced by the Shareholders in Special General Meeting.

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10. The said Directors of the United Company shall each be the holder of at least two thousand pounds of the Ordinary Share Capital of the United Company or the holder of at least the like amount of any one or more of the said Preference Stocks or the holder of at least the like amount of Northern Borrowed Capital entitling the holder to vote as a Shareholder under the Statutes relating to that Company or the holder of at least the like amount of Hamilton Borrowed Capital upon which interest is unpaid and owing and until otherwise ordered by the Shareholders one or more of the said Directors may be resident in Canada in which case the Directors so resident in Canada shall each be the holder of at least two hundred pounds of the Ordinary Share Capital of the United Company instead of the holding in this article above mentioned. Any Director who ceases to be qualified as aforesaid shall cease to be a Director of the United Company.

11. The following shall be Directors of the United Company on and from the date of Union that is to say Sir Henry Whatley Tyler M.P. (President) James Charles Major Alexander George Dickson M.P. the Hon. James Ferrier William Ford Robert Gillespie Lord Claud John Hamilton M.P. William Unwin Heygate William Lethbridge John Marham Robert Young the Hon. Frank Smith and Charles J. Campbell and they shall be Directors until an election of Directors shall be held and made by the persons entitled to vote as hereinafter provided. In case of any vacancy prior to the first election from death or resignation it may be filled up by the remaining Directors. The first election of Directors shall take place in the month of March or April 1889 and the election of Directors thereafter shall take place at meetings of the United Company to be held in the month of March or April in each year as the Directors shall from time to time by bye-laws passed for that purpose direct.

12. Subject to the provision contained in the next clause of these presents holders of Grand Trunk Capital shall continue to have the like power (if any) to vote at all General Meetings of the United Company on and after the date of Union as holders of similar Capital in the Trunk Company have at the date of these presents to vote at Meetings of that Company and holders of Northern Capital and Hamilton Capital shall continue to have the like power (if any) to vote at all General Meetings of the United Company on and after the date of Union as holders of similar capital in the Northern Company and Hamilton Company respectively have at the date of these presents to vote at Meetings of those Companies.

13. Holders of the said several Preference Stocks entitled to vote at Meetings of the United Company as in the last preceding clause mentioned shall have one vote for every twenty-five pounds nominal of such Capital held by them and holders of Northern Borrowed Capital and Hamilton Borrowed Capital respectively entitled to vote under the Statutes relating to the Northern Company or the Hamilton Company and of Ordinary Share Capital in the United Company shall respectively have at such Meetings of the United Company one vote for every £50 nominal of such Capital held by them.

14. The Directors of the Trunk Company the Northern Company and the Hamilton Company respectively shall go out of office on the day before the date of Union and the Directors of the United Company shall come into office and undertake the direction and control of the affairs of that Company on the date of Union.

15. The quorum of the Directors of the United Company shall be from time to time fixed by the Directors.

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16. Of the Directors of the United Company first elected one-third as nearly as may be to be determined by ballot among the whole body of Directors unless they shall otherwise agree shall go out of office at the Ordinary General Meeting held in the month of March or April in the year 1890 and the like number to be determined by ballot among the other elected Directors unless they shall otherwise agree shall go out of office at the Ordinary General Meeting held in the month of March or April in the year 1891 and the remainder of the Directors first elected shall go out of office at the Ordinary General Meeting to be held in the month of March or April in the year 1892 and in each instance the places of the retiring Directors shall be supplied by an equal number of qualified holders of Capital of the United Company and at the first Ordinary General Meeting held in the year next after the whole of the Directors first elected shall have gone out of office and in each succeeding year one-third of the Directors being those who have been longest in office shall go out of office and their places shall be supplied in like manner but every Director going out of office may be re-elected and after re-election shall with reference to going out by rotation be considered as a new Director and in case at any time the number of Directors should not be divisible by three the Directors shall determine what number as nearly equal to one-third as may be are to go out of office so that the whole number of Directors shall go out of office every three years but in case at any Meeting the vacancies then occurring in the office of Director shall not be filled up the outgoing Directors if willing to act shall be deemed re-elected and shall continue in office

17. The first Ordinary General Meeting of the holders of Capital in the United Company entitled to vote at such Meeting shall be held at such time in the month of March or April in the year 1888 and at such place in London, England as the Directors may appoint. General Meetings of the United Company whether Ordinary or Special shall be held in London, England, and two Ordinary General Meetings of the Company shall be held one in March or April and the other in September or October in each year unless the Directors shall by bye-law appoint any other months and at the first of such two Meetings in every year after 1888 the election of Directors and Auditors shall take place. Advertisements of each General Meeting shall be published once at least in each of two London daily morning newspapers and once at least in the "Canada Gazette" not less than twenty-one days before the holding of the Meeting and such advertisements shall be sufficient without further or other notice.

18. At the first Ordinary General Meeting of the United Company two Auditors resident in Canada and two Auditors resident in England shall be appointed one of which Auditors in Canada and one of which Auditors in England to be determined in the first instance by ballot between the Canadian and English Auditors respectively unless they agree among themselves and afterwards by seniority of election shall go out of office at each subsequent General Meeting at which Directors go out of office and at such Meeting Auditors shall be elected to supply the place of the Auditors retiring and any Auditor going out of office may be re-elected and after reelection shall in reference to outgoing be deemed newly elected and if no Auditors be elected the outgoing Auditors shall continue in office and be deemed re-elected. In the event of any vacancy occurring by death or otherwise the Directors may fill up such vacancy until the next Ordinary Meeting of the United Company. On or immediately after the date of Union the Board of Directors of the United Company shall appoint two Auditors resident in Canada and two Auditors resident in England who shall hold their office until the first Ordinary General Meeting of the United Company.

19. The Auditors shall examine and report upon the accounts of the United Company and shall have all necessary powers and facilities for that purpose.

20. The net earnings of the United undertaking shall mean the surplus of the earnings of that undertaking and of the revenues of the United Company from all sources after discharging the working expenses thereof and working expenses shall mean and include all expenses of maintenance and renewal of the railways and of the stations buildings ferries works and conveniences belonging thereto and of the rolling and other stock and movable plant used in the working thereof and also interest on borrowed Capital and all such rents percentages of receipts interest guaranteed or annual sums as may be paid in respect of railways warehouses wharves or other property leased to or held by the Trunk Company the Northern Company or the Hamilton Company at the date of Union or to or by the United Company thereafter and also all moneys payable by way of rebate or otherwise under traffic or working arrangements between the Trunk Company or the Northern Company or the Hamilton Company or the United Company and any other Corporation or person or in respect of the hire of engines carriages or wagons let to the separate Companies before the Union or to the United Company sums payable in the adjustment of the pooling or division of traffics rent charges or interest on lands rented by or otherwise belonging to the United Companies or purchased but not paid for and also all expenses of and incident to working the railways and the traffic thereon including stores and consumable articles also rates taxes insurance and compensation for accidents or losses also all salaries and wages of persons employed in and about the working of the Railways and traffic contributions to superannuation or other like funds and all secretarial and establishment expenses including Directors' fees salaries of Commissioners Agency legal and other like expenses and generally all such charges (if any) not above otherwise specified (and no other) as in the case of English Railway Companies are usually carried to the debit of Revenue as distinguished from Capital Account provided however that nothing herein contained shall give to the Proprietors or Mortgagees or Bondholders of any Railway warehouse wharf or other property leased to or held by the separate Companies at the date of Union or leased to or held by the United Company thereafter any further or other rights against the United Company its property or earnings than they have under the Lease Mortgage Bond Agreement or Guarantee upon which their rights are based Provided that money paid under a guarantee shall if and when re-paid be applied as nearly as may be in the same manner as it would have been applied if no payment thereof under the guarantee had been made provided always that the sums equal to twenty per cent of the traffic interchanged between the Wellington Grey and Bruce Railway and the Great Western Railway referred to in Clause 22 of the Deed of Union dated the 25th May 1882 between the Trunk Company and the Great Western Railway Company shall on and from the date of Union continue to be applied by the United Company as provided in the said clause and a similar course shall be pursued in any other similar case whether as regards the undertaking of the Trunk Company or the Northern Company or the Hamilton Company.

21. The net earnings of the United Company shall be applied half-yearly in manner directed by the statutes affecting the Trunk Company except that the holders of the six per cent. Preference Stock of the Northern Company and of the six per cent. Preference Stock of the Hamilton Company shall respectively be entitled to dividend when and so soon as holders of the Grand Trunk First Preference Stock receive any Dividend. The Dividend to be paid on the six per cent. Preference Stock of the Northern Company and the six per

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cent. Preference Stock of the Hamilton Company respectively shall be as follows: A Dividend at a rate equal to the rate of Dividend paid upon the Grand Trunk First Preference Stock up to but not exceeding three per cent. per annum and if and when a Dividend is paid upon the Grand Trunk Second Preference Stock an additional dividend at a rate equal to the rate of dividend paid upon the Grand Trunk Second Preference Stock up to but not exceeding three per cent. per annum. that is to say the holders of the six per cent. Preference Stock of the Northern Company and Hamilton Company shall be paid in each year a Dividend equal in rate to the aggregate amount of the rate of Dividend not exceeding three per cent. for the same year paid upon the Grand Trunk First Preference Stock and the rate of Dividend not exceeding three per cent for the same year paid upon the Grand Trunk Second Preference Stock the statutory provisions relating to Dividends on the Grand Trunk Preference Stocks shall apply *mutatis mutandis* to the Dividends on the said Northern and Hamilton Preference Capital. All holders of Ordinary Stock of the United Company shall be entitled to the same rights to Dividends without preference between them.

22. All the books vouchers and documents of the Trunk Company the Northern Company and the Hamilton Company shall on the day of the date of union be transferred to and belong to the United Company and the Registers of holders of Borrowed Capital and Share Capital of the Trunk Company the Northern Company and the Hamilton Company shall continue to be kept as registers of the United Company with such variations in the certificates and otherwise as may be ordered by the Directors of the United Company.

23. Subject to the proviso in this Article contained the Directors of the United Company shall wind up the affairs of the Trunk Company the Northern Company and the Hamilton Company to the date of union and finally balance the books of those Companies to that date and all moneys due or standing to the credit of either of the Companies on the date of Union shall be paid and applied by the Directors of the United Company for the purposes and in the manner to which they would have been payable or applicable if these presents had not been made. Provided nevertheless for the purposes of such winding up and in order to simplify the settlement of the accounts the receipts and payments shall be treated as they would have been if the 1st January 1888 had in fact been the date of Union.

24. All the officers and servants of the Trunk Company the Northern Company and the Hamilton Company shall on and after the date of Union become the officers and servants of the United Company at the salaries or wages and upon the terms at and upon which they were previously employed by the Trunk Company the Northern Company or the Hamilton Company as the case may be.

25. The Directors of the United Company may from time to time make bye-laws for the management and disposition of the stock property and business affairs of the United Company not inconsistent with the laws of Canada and the provisions contained either expressly or by reference in these presents and for the appointment of all officers servants and artificers and prescribing their respective duties.

26. All Acts of the Legislature of Upper or Lower Canada or of the Province of Canada or of the Parliament of the Dominion of Canada or other Parliament or Legislature relating to the Trunk Company or the Northern Company or the Hamilton Company except so far as hereby expressly varied and except so far as otherwise provided by the Act of the 16th year of Her Majesty Chapter 39 or by

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any other Act shall apply and have effect with respect to the United Company in the same manner as if those Acts had originally applied to the United Company but generally except as aforesaid the United Company shall continue to be carried on and managed and all bye-laws rules and regulations shall have effect as if the United Company were the same Company as the Trunk Company and as if the whole Undertaking of the United Company had been originally the Undertaking of the Trunk Company and in case of any conflict between the provisions of the Acts of any Legislature or Parliament relating to the Trunk Company and the Acts of any Legislature or Parliament relating to the Northern Company or the Hamilton Company the provisions of the Acts relating to the Trunk Company shall prevail.

27. Provided always that nothing herein contained shall prejudice the Agreements made the 12th day of April 1884 and 24th day of June 1884 respectively and Scheduled to the 49th Viet cap. 76 of the Dominion of Canada and the United Company shall be bound by such Agreements as if they had been named therein originally in the place of the Northern Company and of the Hamilton Company.

28. These presents and the agreement herein contained are made subject to the provisions of the several Acts of Legislature and Parliament hereinbefore mentioned or referred to and all other Acts of Legislature and Parliament relating to the objects intended to be effected by these presents and also subject to resolutions being passed pursuant to the said Acts by Special General Meetings of the Trunk Company the Northern Company and the Hamilton Company respectively ratifying these presents and in case such resolutions should not be passed before the 31st day of March next these presents shall become void

Provided always and it is hereby agreed by and between the respective parties hereto that if the Hamilton Company fail for any cause or by any means to become united with the other Companies parties hereto as by this Deed contemplated such failure shall not in any way interfere with this Agreement taking effect as between the Trunk Company and the Northern Company but in the event of such failure and in the event of this Agreement being ratified as above in this clause provided at the said respective meetings of the Trunk Company and the Northern Company then the Trunk Company and the Northern Company shall be and become united in the same manner as if this Agreement had been made by and between the said two Companies alone and this Agreement and each and every clause stipulation and part thereof shall be taken and read and go into effect as between the Trunk Company and the Northern Company as if the name of the Hamilton Company and all provisions and schedules relating thereto had never been inserted therein or the said last named Company been party thereto.

Provided also and it is also hereby further agreed by and between the respective parties hereto that if the Northern Company fail for any cause or by any means to become united with the other Companies parties hereto as by this Deed contemplated such failure shall not in any way interfere with this Agreement taking effect as between the Trunk Company and the Hamilton Company but in the event of such failure and in the event of this Agreement being ratified as above in this clause provided at the said respective meetings of the Trunk Company and the Hamilton Company then the Trunk Company and the Hamilton Company shall be and become united in the same manner as if this Agreement had been made by and between the said last mentioned two Companies alone and this Agreement and each and every clause stipulation and part thereof shall be taken and read and go into effect as between the Trunk Company and

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the Hamilton Company as if the name of the Northern Company and all provisions and schedules relating thereto had not been inserted therein or the said last named company been party thereto.

29. This Agreement shall be executed in duplicate and when the same shall have been ratified and become binding on the Trunk Company the Northern Company and the Hamilton Company or on the Trunk Company and either one of the said other Companies alone in the event of any such failure as is referred to in the provisoes to the last preceding Article of this Agreement one of such duplicates shall be delivered to and be retained by the United Company and the other of such duplicates together with copies of the Resolutions ratifying the same passed at the Special General Meetings of the Trunk Company the Northern Company and the Hamilton Company called for the purpose or passed at such Special General Meetings of the Trunk Company and either one of the said other Companies such copies to be certified by the Secretaries of the respective Companies shall be filed in the office of the Secretary of the State for the Dominion of Canada and these presents shall thenceforward be deemed to be the Agreement and Act of Union of the Trunk Company the Northern Company and the Hamilton Company or of the Trunk Company and the one of the said other two Companies as to which no such failure shall have occurred as the case may be.

In Witness whereof the Companies parties hereto have affixed their Common Seals the day and year first above written.

Witness—

JOHN BELL.

THE GRAND TRUNK RAILWAY COMPANY
OF CANADA.

By J. HICKSON,

General Manager.

Seal of the
Grand Trunk
Railway
Company of
Canada.

FRANK SMITH,

President.

WALTER TOWNSEND,

Secretary.

Seal of
the Northern
Railway
Company of
Canada.

JOHN PROCTOR,

President.

MAITLAND YOUNG,

Secretary.

Seal of the
Hamilton and
North-Western
Railway
Company.

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1888

24th January,
Agreement of
Amalgamation
G. T. R., N. K.
et al.

The First Schedule above referred to.

GRAND TRUNK CAPITAL.

PART I.

GRAND TRUNK BORROWED CAPITAL.

Date of Maturity of Terminable Bonds.	Security.	Amount.	Annual Charge.
		£	£
	Five per cent. Perpetual Debenture Stock (Grand Trunk Section)	4,270,575	213,529
	Five per cent. Perpetual Debenture Stock (Great Western Section).....	2,726,710	136,336
	Four per cent. Perpetual Consolidated Deben- ture Stock	4,260,190	170,408
1st Dec., 1890 ..	Six per cent. Bonds (Great Western Section) ..	747,800	44,868
1st Jan., 1919 ..	Second Equipment Mortgage Bonds (Grand Trunk Section)	454,100	27,246
1st Oct., 1877 ..	Five-and-half per cent. Bonds not yet present- ed three of £200, two of £100 = £800	900	Overdue and not carrying interest.
1st Oct., 1878 ..	Five-and half per cent. Bond not yet present- ed, one of £100		
	(Great Western Section)		
		£12,460,275	592,387

N.B.—The above Four per cent. Perpetual Consolidated Debenture Stock is liable to be increased by the issue of further amounts of that Stock under the powers of the Grand Trunk Acts 1884 and 1887, for the acquisition of or in exchange for the other securities in the above Schedule, as well as other securities scheduled in those Acts, and the conversion provided for in those Acts will be continued notwithstanding the provisions of this Agreement.

PART II.

GRAND TRUNK SHARE CAPITAL.

	Authorized.	Issued.
	£ s. d.	£ s. d.
Four per cent. Guaranteed Stock	5,220,000 0 0	5,219,793 14 4
First Preference Stock	3,218,149 2 2	3,218,149 2 2
Second Preference Stock	2,327,794 13 5	2,327,794 13 5
Third Preference Stock	7,168,055 4 6	7,168,055 4 6
Ordinary Stock	21,000,000 0 0	20,157,875 14 8

1888

24th January,
Agreement of
Amalgamation
G. T. R., N. R.
et al.

The Second Schedule above referred to.

NORTHERN CAPITAL.

PART I.

NORTHERN BORROWED CAPITAL.

Date of Maturity of Terminable Bonds.	Security.	Amount.	Annual Charge.
		£	£
1st July, 1902 ..	Five per cent. First Mortgage Bonds	679,000	33,950
1st July, 1893 ..	Six per cent. Northern Extensions	150,700	9,042
	Four per cent. Perpetual Debenture Stock	363,350	14,534
Now due	Six per cent. Second Mortgage Bond not yet converted	50,000	3,000
	Third Preference Bonds interminable	100,000	6,000
	Joint Equipment Bonds	134,000	8,040
		£1,477,050	£74,566

N.B.—The Northern Joint Equipment Bonds are pledged for temporary advances upon them. The above Five per cent. First Mortgage Bonds for £679,000 may be increased by £171,000 for the purpose of retiring £150,700 of Six per cent. Northern Extensions and for other purposes and the £363,350 of Four per cent. Perpetual Debenture Stock may be increased by £62,500 for the purpose of retiring the £50,000 of Second Mortgage Bonds and for other purposes.

PART II.

NORTHERN SHARE CAPITAL.

Six per cent. Preference Stock	£150,000
Ordinary Shares	167,506

The Third Schedule above referred to.

HAMILTON CAPITAL.

PART I.

HAMILTON BORROWED CAPITAL.

Date of Maturity.	Security.	Amount.	Annual Charge.
		£	£
1st June, 1898. .	Six per cent. First Mortgage Bonds	450,000	27,000
	Joint Equipment Bonds	66,000	3,960

N.B.—The Hamilton Joint Equipment Bonds are pledged for temporary advances upon them.

PART II.

HAMILTON SHARE CAPITAL.

	£	s.	d.
Six per cent. Preference Stock	170,000	0	0
Ordinary Shares	204,945	4	0

THE WINDMILL LINE AGREEMENT.

BEING MEMORANDUM OF AGREEMENT IN *re* SOUTHWARD REMOVAL OF WINDMILL LINE, TORONTO, REFERRED TO IN PATENT OF DECEMBER 18TH, 1893. [See p. 154].

1888

15th March,
Windmill Line
Agreement.

1. In this agreement "the City" means the Corporation of the City of Toronto. "Owner" means any person or corporation who at the date of the issue of the patents hereinafter mentioned has any estate, right, title or interest, legal or equitable, in any riparian property, and the heirs, executors, administrators, successors and assigns of such person or corporation. "Riparian property" means any parcel of land, or land covered with water abutting on the Windmill Line. "Riparian owner" means the owner, as above defined, of any such riparian property. "Private riparian owner" means any owner of riparian property other than the City, and includes a Corporation. "Lessee" includes any person or corporation having less than a freehold interest in riparian property.

2. The water front of the City of Toronto to be moved southerly as herein-after described.

(a) The Crown to grant the lands, and lands covered with water, described as follows:—

Commencing on the east side of Parliament Street, at the intersection thereof with the Windmill Line; thence southerly upon the same course as the present east side of Parliament Street 394 feet; thence westerly parallel with the said Windmill Line to a point on the west side of York Street, produced southerly; thence on a straight course to a point on the Windmill Line 250 feet more or less east of the east side of Peter Street, measured along said Windmill Line to the easterly boundary of the Grand Trunk Railway property; thence from the said last mentioned point easterly along said Windmill Line to the place of beginning. Excepting thereout the strip of land, and land covered with water, which coincide with the southward prolongation of all the streets now running to the south front of the Esplanade and the new street* to the south of the Windmill Line hereinafter mentioned in Clause 4.

3. Subject to the provisions of paragraph 6, the said grant is to be made to the Corporation of the City of Toronto upon trust for the use and benefit of the respective persons and corporations who at the date thereof are the owners or occupiers of the lands, and lands covered with water abutting upon the Windmill Line, or who then have any estates, rights, titles or interests in the respective parcels of land, and land covered with water abutting upon the said Windmill Line; and each such person or corporation who has then any estate, right, title or interest in any property abutting upon said Windmill Line shall have and be entitled to the same estate right, title and interest in that part of the lands so to be granted as aforesaid, which lies in front of his said property, and is included within lines drawn parallel to the prolongations of the nearest City streets running north and south, and the City shall convey to them so much of the said lands as lie in front of their respective riparian properties or private riparian properties, as herein mentioned; and shall lease such portions thereof as lie in front of riparian property owned by the said Corporation, but held under lease to the respective lessees or sub-lessees of such properties respectively, at a nominal rent for the unexpired term of such existing lease or sub-lease.

* This is now commonly called Lake Street.

Annual
Charge.

£
33,950
9,042
14,534

3,000
6,000
8,040

£74,566

Advances upon
increased by
and for other

£150,000
167,506

Annual
Charge.

£
27,000
3,960

Advances upon

£ s. d.
1,000 0 0
945 4 0

1888

15th March.
Windmill Line
Agreement.

(a) The leases of such added lands shall be renewable from time to time at the option of the respective lessees, if the existing leases are renewable, and then on the same terms and conditions and with such covenant or covenants for renewal, if any, as are contained in the existing leases of the present riparian property as above respectively mentioned, provided always that in fixing the rent upon any such renewal, the tenant and his executors, administrators and assigns shall never be chargeable with rent in respect of any improvements made upon such property by or at the expense of any person other than the superior landlord; or in respect of the added lands, it being nevertheless distinctly understood that on the resumption of the land by the owner in pursuance of any term or condition of the lease in that behalf contained, the lessee shall not be entitled to any compensation in respect of the value of the added land, but only for or in respect of the lessee's improvements thereon or thereto, which said improvements are to include the proportionate part of any actual expenditure made or incurred by the lessee in making the new street herein provided for, due allowance being made for the lessees' use thereof.

(b) In all cases where the City at the date of the said grant has itself any estate, right, title or interest in any parcel of land, or land covered with water abutting on the Windmill line, it shall have for its own use and benefit the same estate, right, title and interest in any portion of land extending in front of such parcel as aforesaid.

4. The Crown to reserve an allowance for a new street,* 66 feet wide, along the south side of the present Windmill Line, from the east side of Parliament Street to the west side of John Street, except between the east side of Scott Street and the west side of York street, where such new street shall swerve southward and follow a line generally parallel to the southern limit of the Esplanade.

5. Upon such last mentioned allowance a street is to be constructed (within fifteen years from the date of the patent to the City; or within such shorter period as the same may be petitioned for as hereinafter provided), that is to say:

1st. As to the portions thereof which are prolongations of the existing streets, running southerly, by the City; and

2nd As to the portions thereof between the said prolongations by the respective owners and lessees in proportion to their several and respective interests in the riparian property; but any such owner or lessee, instead of filling up the whole of said allowance to form such street, may construct and maintain (as to the portion not so filled up) a viaduct to the satisfaction of the City Engineer across any private or public slip; provided that in the case of a public slip the consent of the City Council must first be obtained, and as soon as the said new street is filled up, as aforesaid, across any public slip, then the City shall forthwith fill up the slip on the north of said street, and without liability to anyone for so doing.

Subject to the terms of any agreement between the owners of lands abutting upon any section of the said 66 feet strip so to be reserved by the Crown,† which extends from one slip to another, the owners and occupiers of riparian properties shall (each with regard to the portions of the said 66 feet reservation lying in front of his property), have the free use of the said strip or reservation until the same is filled up, throughout the entire length of the section of which the same

* This is the street now commonly called "Lake Street."

† Lake Street.

1888

15th March.
Windmill Line
Agreement.

forms a part, and is taken possession of by the City for the purpose of laying a roadway thereon, and the owners and occupiers of a riparian property adjoining any slip shall also have the sole and exclusive right to use the portion of the reservation for street herein provided for, which is opposite the extension of the slip on which their property so abuts, until such portion of the said reservation is filled up for a street, as aforesaid.

(a) Such new street shall be constructed up to "formation level" according to plans and specifications to be provided by the City, and in each case of objection or dispute (if any), such plans and specifications or the mode of executing the work shall be subject to the approval of the Minister of Public Works of Canada or of such persons as he may appoint.

In case at the time the City requires to construct the roadway or any part thereof the riparian property and the land reserved for a street, as aforesaid, and any land beyond that has been substantially filled in, and such filling is sufficiently protected by a substantial breastwork, the cribbing or other breastwork required by the said plans and specifications for filling in and constructing said street up to the formation level shall as to such portion of said new street be dispensed with.

Above "formation level" such street shall be constructed by the City as a local improvement in accordance with the provisions of The Municipal Act or any private Act relating to local improvements for the time being in force in the City of Toronto, provided always that the construction of said street shall not be preventable by any petition from the owners or lessees of adjoining property, after the expiration of the said period of fifteen years.

The roadways upon the said slips above "formation level" shall in like manner be constructed by the City as local improvements under The Municipal Act or any private Act in that behalf then in force in the City of Toronto.

(b) In case any part of the said street is not constructed up to formation level within the time herein limited for that purpose, or at the time when the City may act upon any petition as hereinafter provided, the City may do what is necessary to complete such construction; and any expense so incurred shall be a debt due to the City from the persons or corporations respectively, who should have done the said work, and shall be the first lien or charge upon that portion of the property to be included in the above extension which lies directly south of the riparian property, in front of which such construction was not so completed. Such expenditure shall bear interest at five per cent. per annum from the respective times of payment by the City until paid, and shall become due and be payable so soon as the section of the work within which the particular property is situated shall have been completed and made fit for the use of the public, and no person or corporation shall be responsible for the construction of any part of the street except that which abuts upon his own land.

(c) Until the expiration of ten years from the date of the said patent to the City, the respective owners and occupiers of property fronting upon existing slips shall continue to have the free use of such slips in their present condition, except in so far as they may consent to have same filled up as hereinafter provided in case of petition, and no person shall have any claim against the City for compensation or damage for the filling up of any slip after the expiration of said period of ten years, or after a petition sufficiently signed as hereinafter provided shall have been presented to the said Council.

(d) Notwithstanding anything herein contained, the City shall be at liberty at any time within the said period of fifteen years, above limited for the con-

1888

15th March.
Windmill Line
Agreement.

struction of said new street, upon the receipt of a petition duly signed by the owners and lessees entitled to petition for or against any local improvement under the provisions of the Consolidated Municipal Act of 1883, as amended by the Act 49 Victoria, Chapter 37, Section 32, where such owners and lessees represent two-thirds of their number and one-half in value of the riparian property described in the petition or two-thirds of its value to construct and complete the said new street, and the roadway in front of the property described in the petition and to fill up the intervening slips, being the continuation of streets running southward from the Esplanade to such new street, and to construct roadways therein; provided always that no such petition shall be acted upon unless the real property described therein comprises all of the real property lying between two or more of the existing streets, to be continued southerly to intersect the said new roadway as above provided. Provided always that this clause shall not apply to that portion of the said property lying between the west side of Scott Street and the east side of Sherbourne Street until the expiration of five years, nor to the portion thereof lying east of Sherbourne Street until the expiration of the period of ten years from the date of the patent to the City.

(e) Owners and occupiers of property south of the southerly limit of the present Esplanade may run pipes across and under such new street allowance and take water from the Bay without charge for their own use on such property, but not for sale.

(f) No track shall ever be laid along any portion of such street for the use of railways or street railways.

6. Whenever any owner has constructed, or has paid for the construction of that part of the said street in front of his land up to "formation level," as herein described, he shall be entitled to a conveyance of his part of the land so to be granted to the City in fee simple; and if there are several persons having interests or estates in the same parcel of land, the conveyance shall be made to the said persons respectively, according to their respective estates and interests. Owners who have not completed the said work (or all the said work) in front of their respective lots, shall be entitled to their respective conveyance upon payment to the City of the amount due under paragraph 5 (b) of this agreement.

(2) In case any owner in fee other than the City so desires, and at any time within six months from the date of this agreement gives notice of such desire to the City and to the Minister of Public Works of Canada: then and in such case the patent of the extension in front of the riparian property of such owner instead of being issued to the City shall be issued to such owner, but each such patent shall contain the following conditions, that is to say:

(a) That within fifteen years from the date of the issue of the patent, unless the new street has been sooner done on petition as hereinbefore provided, the patentee or his assigns shall fill up that part of such new street lying in front of his land to "formation level," as mentioned in paragraph 5 of this agreement.

(b) That in case such patentee or his assigns fails to comply with the above condition, the City may do what is necessary to complete such work up to formation level, and the expense so incurred shall be a first charge and lien on the property included in said patent, and shall be payable as provided in paragraph 5 (b), and shall bear interest at five per cent. per annum until paid, and the said lien may be enforced in any Court of competent jurisdiction; and

(c) Each such patent and conveyance shall also contain the same trusts and provisions in favor of all persons claiming under the patentee or his predecessors in title, whether by lease or otherwise, as those to be contained in the above mentioned patent to the City for the benefit of its lessees and sub-lessees.

7. Existing rights of property holders to reach the respective railway tracks, and of the railway companies respectively to reach the new water front or any other locality by any means whatever, are not to be affected by this agreement

1888

15th March.
Windmill Line
Agreement

8. Any owner or occupant of land fronting on the said new street may, with the consent of the City Council and under such regulations as the City Council may from time to time prescribe, construct and maintain a tunnel under the said new street, or may carry overhead bridges or other means of conveyance across the same, the plans and specifications of any such proposed work to be first submitted to and approved of by the City Engineer.

9. The intention of this agreement and of the provisions thereof is that the benefit and the burden to arise from the addition to any parcel of land abutting upon the Windmill Line of the land covered by water extending to the new line hereinbefore mentioned; and from the expenditure in the construction and maintenance of the new street (by whomsoever constructed) shall be enjoyed and inured to and be borne respectively by all persons having estates, rights, titles or interests, legal or equitable in any such parcel in just and equitable proportion; regard being had to the nature, extent and duration of such estates, rights, titles or interests respectively, and to the rights and equities of such, as between themselves in respect thereof. And in the case of any dispute or difference between any of the said parties respecting the terms hereof or any matter arising out of it or of the carrying of it out, such dispute or difference may be determined in a summary way without any action or pleadings by the Supreme Court of Judicature of Ontario, on motion to be made to the said Court after ten clear days' notice.

11. Approved as amended this Fifteenth day of March, A.D. 1888.

GEORGE M. CLARK,
For C. P. R.

DALTON MCCARTHY,
For Dalton and Bayley and E. Rogers & Co.

FREELAND ESTATE,
Riparian Owners.

W. G. McWILLIAMS,
For City of Toronto.

N. B.—The above agreement was ratified by the City Council on March 1st, 1888, and again November 19th, 1888.

55 Vict. Chap. 90 (Ont.)

EXTRACT FROM AN ACT RESPECTING THE CITY OF TORONTO.

[Assented to 14th April, 1892.]

1892

14th April,
55 Vic. c. 90 (O.)
Fourth Esplanade Act.

2. An agreement between the corporation of the City of Toronto, the Grand Trunk Railway Company of Canada and the Canadian Pacific Railway Company, which is known as the tripartite agreement, and which is printed as schedule "A" hereto with any modifications thereof, which said parties thereto may agree upon, shall, when duly executed by the said parties respectively be valid and binding on the parties thereto, and the said corporation of the city of Toronto is hereby declared to have and shall have full power to do all the acts necessary to give full effect to the said agreement. Provided always, that the said corporation of the city of Toronto shall pay any person whose lands are injuriously affected by any acts of the said corporation in the execution of the said agreement, compensation or damages therefor, which if not mutually agreed on shall be ascertained by arbitration in accordance with the provisions of *The Municipal Act*.

3. A certain by-law, number 2918, of the City of Toronto, authorizing the issue of City of Toronto General Consolidated Loan Debentures to the amount of \$300,000, for the purpose of carrying out the terms of the said agreement, and which by-law was on the 16th day of July, 1891, carried by a vote of 2037 against 1659, of the ratepayers qualified to vote on money by-laws is hereby validated and confirmed.

SCHEDULE "A."

(Section 2.)

ESPLANADE TRIPARTITE AGREEMENT,

As finally settled by the Counsel and representatives of the City and the Railway Companies, and to be recommended for adoption by the City Council and the Boards of Directors of the Railway Companies.

See Schedule to 56 Vict. c. 48 (Dom.) Printed at page 113).

AGREEMENT BETWEEN THE CITY OF TORONTO, GRAND TRUNK AND CANADIAN
PACIFIC RAILWAY COMPANIES, DATED 26TH JULY, 1892.

Correct and approved,

VILLIERS SANKEY, O.L.S.,
City Surveyor.

Approved,

C. R. W. BIGGAR,
City Solicitor.

Approved,

THOS. TAIT,
General Superintendent.

Approved,

JOHN BELL,
E. WRAGGE

ESPLANADE TRIPARTITE AGREEMENT.

This Agreement, made (in quadruplicate) this twenty-sixth day of July,
A.D. 1892.

Between the Grand Trunk Railway Company of Canada, hereinafter called
the "Grand Trunk" of the first part;

The Canadian Pacific Railway Company, representing its own corporation,
and the Toronto, Grey and Bruce Railway Company, the Ontario and Quebec
Railway Company, and all other railway companies which it controls by lease,
agreement or otherwise, hereinafter called the "Canadian Pacific" of the second
part;

And the Corporation of the City of Toronto, hereinafter called the "City"
of the third part;

The Grand Trunk and the Canadian Pacific being hereinafter referred to in
the aggregate as the "Companies"—

Witnesseth that it is hereby mutually agreed between each one of the parties
and the other two, and between each of the parties and each of the other two as
follows:

1. The map or plan to this agreement annexed, and marked No. 1, shall be
part and parcel of this agreement, and be considered as embodied herein, and in
the event of any doubt arising as to the meaning of any description of lands
streets, tracks, yards, stations or other places, or any of the properties to be con-
veyed, the said map or plan shall be looked at and read as explanatory of such
description.

2. In order to enable the Canadian Pacific to reach its tracks south of the
Esplanade, the tracks in the yard known as the Midland Railway yard, between
Berkeley Street and Parliament Street, shall be rearranged, and for this purpose
Berkeley Street shall not be opened or kept open as a highway between the north
side of the tracks shown on the said plan No. 1 as so rearranged and the prolonga-
tion easterly of the southerly limit of the Canadian Pacific right-of-way between
Princess Street and Berkeley Street and on the same curve. The City will con-
vey or procure to be conveyed in fee simple the portion of Berkeley Street
between the north limit of the tracks (as so re-arranged) and the south limit of
the Grand Trunk right-of-way, to the Grand Trunk, and the remaining portion
to the Canadian Pacific as shown in *pink* and *blue* respectively on said plan No.
1, reserving all existing rights of the City to enter upon the same for the con-
struction, reconstruction, inspection and repair of sewers and water mains along
or under the said portion of said street, subject to the supervision respectively of
the Grand Trunk and Canadian Pacific in the matter of the safety of their respec-
tive tracks. No building to be erected on the prolongation of Berkeley Street so
conveyed. A new access from the north to Esplanade Street *via* Berkeley Street
to be provided by deviating Berkeley Street, as shown on the said plan No. 1.

1892

26th July,
Fifth Esplanade
Agreement.

1892

26th July,
Fifth Esplanade
Agreement.

The Canadian Pacific to acquire the land necessary for such deviation, and to indemnify the City in respect of all claims by any others than the parties hereto for compensation or damages, (if any) incurred by reason of such deviation, rearrangement of yard and tracks, and closing of said street as aforesaid, including costs (if any) incident thereto. The Grand Trunk to have the right to place and maintain its tracks on that portion of Esplanade Street adjoining Berkeley Street, colored green on said plan No. 1 marked by letters A, B, C, neither the Grand Trunk nor the City to be required to provide or pay for the land required for such deviation or to satisfy any claims in connection with the acquisition thereof, or any claims that may be made in consequence of the closing of part of Berkeley Street as aforesaid. Until the new street south of the old Windmill Line, between Parliament and Berkeley Streets, is constructed, the Grand Trunk is to provide, at its own expense, a temporary road south of its tracks from Parliament Street to Berkeley Street forty feet in width.

3. The Grand Trunk to cause the removal forthwith of the Midland tracks on Esplanade Street, between Berkeley Street and Rogers' Siding, and to connect the Midland track now on Esplanade Street, west of Rogers' Siding, with their own tracks at or near Frederick Street, and no new track shall be laid on said street excepting that necessary for said connection, nor without the approval of the Railway Committee of the Privy Council of Canada. The tracks and connections as re-arranged on the north 47 feet 6 inches of Esplanade Street to be subject to the provisions of the agreement made between the Grand Trunk, the Midland Railway Company of Canada and the City, bearing date the 14th day of January, 1889.

4. Any person or corporation who may now or hereafter, as owner or tenant, hold land abutting on the North side of Esplanade Street, and also on the south side of the Canadian Pacific tracks, or on the south side of the new street to the south thereof, such parcels of land being in whole or in part opposite each other may, subject to the requirements and provisions of the *Railway Act* as to overhead bridges, erect, at his or its own cost, an overhead bridge or trestle or other structure connecting such lands, for handling goods or freight, or for passenger traffic, the plans and specifications of any such structure and of its supports to be first submitted to and receive the approval of the City Engineer and of the engineer of any railway company whose tracks are crossed by such structure who may first require the person erecting or maintaining any such structure to indemnify the City and such railway company against all liability which may be occasioned thereby.

5. The City hereby agrees to extinguish, at its own expense, all the present rights (if any) of the public and of property owners to cross the railway tracks on the Esplanade, between Yonge street and the point where York Street, as deviated, connects with Esplanade Street, except at Bay Street, and in consideration thereof each of the companies agrees to give up, without compensation, any right of crossing the said railway tracks between Yonge and York Streets, except at Bay Street, and for such consideration the Grand Trunk further agrees to waive its contention that it is not liable to contribute to the cost of making or protecting level crossings at Church Street, Yonge Street and Bay Street, and the Grand Trunk and the Canadian Pacific, without prejudice to their rights in any other transaction, agree to pay each one-half of the cost and maintenance of such crossings, and of their protection by watchmen at the two former crossings, and by gates and watchmen at the latter crossing, such protection to be subject to the approval of the Railway Committee of the Privy Council of Canada, or to be made in such a way as it may direct.

1892

28th July.
Fifth Esplanade
Agreement.

6. No buildings to be erected south of the Esplanade on the line of Lorne Street produced.

7. An overhead traffic bridge, with ramps and approaches for vehicles and foot passengers, to be constructed by the Canadian Pacific along the east side of York Street, according to plans and specifications to be approved by the City Engineer of Toronto, and by the Chief Engineers of the Grand Trunk and Canadian Pacific (subject, in the event of the withholding of such approval or of any disagreement respecting the same, to the decision of the Railway Committee of the Privy Council of Canada) from the south side of Front Street to such points south of the Esplanade as are approximately shown on said plan No. 1. Such bridge to be a public highway and to be of sufficient width to accommodate a double street railway track, with side spaces for vehicles and foot-walks, and to be so constructed as to give access for passengers by means of foot walks, stairways or otherwise to the platforms of the proposed Union Station herein referred to, and also with the foot-walks extending to the ends of the ramps. In order not to interfere with the free use of York Street as a thoroughfare to the proposed Union Station the said bridge shall be so constructed that the westerly limit thereof shall coincide with the easterly limit of York Street, as at present laid down, and the Canadian Pacific and the Grand Trunk hereby each agree to surrender to the City so much of the lands or its interest therein, south of Front Street and on the east side of York Street, now held by it, and of the "alternative site," as described in Section 18 hereof, as shall be required for this purpose. The City hereby agreeing to make a fair abatement of rent for the future in respect of the land or the interest so surrendered, which abatement, in the case of the Canadian Pacific, is to be made by an extension for seven (7) years from the expiry thereof of the current lease of the Timming property between Front Street and Esplanade Street, on the terms authorized by Report No. 5 of the Esplanade Committee of 1891. But no party hereto shall have or make against any other party hereto any claim in respect of any other land being injuriously affected by reason of the construction of such bridge.

8. The rights, if any, which the Grand Trunk have, or claim to have, under any existing agreements with the City, that they, the City, shall not require the Grand Trunk to build, find or procure any bridges, ramps, crossings or other approaches, over, along, or under the Grand Trunk Company's tracks on the Esplanade, but that the City shall provide all such, if any, when required at their own expense and that by said agreements the City guaranteed and indemnified the Grand Trunk of, from and against all claims and demands whatsoever for or by reason of the railway of the Grand Trunk Company being placed on said tracks in said agreements mentioned, also that they have the right and privilege to cross streets of the City on the level for the purpose of access to their stations and freight sheds in the City in such way and as often as their business requires, shall not be affected by this agreement; but all questions in regard to such rights and also as to whether any exemption or indemnity which the Grand Trunk may be entitled to thereunder includes exemption or indemnity in respect of the construction and maintenance of the said contemplated York Street bridge, shall, in default of the parties agreeing in respect thereof, be determined by the submission, as soon as can be, of a special case, between the City and the Grand Trunk, to the Chancery Division of the High Court of Justice of Ontario, with the right to either party of appeal. And in the event of the final decision of said case being that the said agreements are in force and binding upon the City, and that under them or some one or more of them the Grand Trunk are entitled to exemption from such liability, or are entitled to indemnity against any such claim or claims as is or are mentioned above, including said liability in respect of con-

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tributions towards the said York Street bridge—the Grand Trunk claiming that they are so exempted and entitled to indemnity, and the City claiming that they are not—then the Grand Trunk shall not be held liable or be called upon to bear any part of the cost of the said overhead bridges, except the John Street bridge, which they have agreed to build, but the cost of the construction, reconstruction and maintenance of said York Street bridge, including compensation for property taken or injuriously affected thereby, and all costs incidental to any claims therefor, are to be assessed against and paid by the City and the Canadian Pacific in equal proportions. And in the event of the final decision being that the Grand Trunk is not so entitled, then the cost of the construction, reconstruction and maintenance of said York Street bridge, including compensation for property taken therefor and thereby, and all cost incidental thereto, are to be assessed against and paid by the City and the Grand Trunk and the Canadian Pacific in such proportions, and shall be payable at such times and in such manner as the parties may agree upon, or in default of such agreement, as may be determined by an arbitrator or arbitrators (not exceeding three in number), to be appointed by the Chief Justice of Ontario upon summary application by any of the said parties after ten days' notice to the other parties proposed to be assessed therefor. If three arbitrators are appointed, the award of any two of them shall be final; and the provisions, as to arbitrations of *The Municipal Act* and the *Acts respecting Arbitrations and References* shall apply as if incorporated herein. The arbitrators to be governed by the terms, conditions and general effect of such final decision in determining the proportions so to be paid, the value of any lands given or of any interest therein surrendered by any of the parties hereto, for the purpose of enabling the said bridge to be so constructed, to be taken into account in determining the proportions so respectively payable. Nothing herein contained shall be construed as an admission on the part of the Grand Trunk of any liability to contribute to the cost of the said bridge by reason of the amalgamation of that company with the Great Western or the Northern Railway Company, or for any other reason, which liability the said Grand Trunk expressly denies; nor shall anything herein contained relieve the Grand Trunk from any liability or prevent the City from claiming upon the argument of the said special case that the Grand Trunk is liable by reason of said amalgamation or for any other reason.

9. Upon the said companies providing the land required for deviating York Street eastward, and which they agree to provide, as shown on the said plan No. 1, the City agrees to the said proposed deviation and abandons all claim to rent thereafter accruing due from the said companies, or any of them, to the City for the leasehold lands surrendered by the said companies to the City for the purpose aforesaid; and when such deviation has been carried out, the portion of Esplanade Street east of York Street shall be closed to the point where York Street as so deviated, connects with Esplanade Street, and the portion of York Street lying south of the said deviation and north of Esplanade Street shall also be closed and both said portions of said streets shall be conveyed to the Grand Trunk, who shall be free from all liability in respect of the closing of said streets, but such conveyance shall be subject to all the rights of the City referred to in section two of this agreement.

10. The Grand Trunk agrees to construct and maintain for all time, according to plans and specifications to be approved of by the City Engineer of Toronto and Edmund Wragge, C.E., or such other person as the Grand Trunk may nominate, and in case of disagreement between them the matter in difference is to be determined by Walter Shanly, C.E., (or in case of his death, refusal or inability

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from any cause to act, then by such engineer as the parties may agree upon, or in the event of their disagreeing, then by such Engineer as the Chief Justice of Ontario upon summary application by any of the said parties after ten days' notice to the other parties, may appoint), a suitable steel and iron over-head bridge, founded on masonry or steel and iron piers, for vehicles and foot passengers from the south side of Front Street along the line of John Street to a point thereon south of the Esplanade to be determined by the City Engineer, and high enough to permit the use under all that portion of it south of the Esplanade of railway tracks on the same level as those under it in the Grand Trunk yard, the Grand Trunk doing the necessary filling on John Street south of the Esplanade and to the level thereof for the purpose of constructing the bridge and necessary approaches thereto, but the Grand Trunk not to be liable to pay for any length of bridge beyond one hundred (100) feet from the present south side of the Esplanade, or for any filling which may be required owing to such extra length. The cost of such extra length, not exceeding, approximately, one hundred (100) feet, and also the cost of any extra filling caused thereby, to be borne by the Canadian Pacific. The necessary southern ramp to be built by and at the cost of the City. Such bridge and the works in connection therewith to be commenced forthwith after the City has constructed the necessary crib-work protection on the south side of Lake Street, from the east side of John Street to the Water Works wharf, and the bridge and works to be completed within one year from the date of commencement thereof, and to be a public highway.

11. Before the erection of the proposed Union Station referred to herein is commenced, the City shall close Esplanade Street from the east side of York Street to the east side of Brock Street, and Simcoe Street southerly from the south side of the street described in the thirteenth section of this agreement produced westerly across Simcoe Street, and shall close Peter Street and John Street from the south side of Front Street to the north side of Esplanade Street, and shall convey the portions of such streets so closed, and the City's interest in the Esplanade, west of the said deviation of York Street, to the Grand Trunk, who shall be free from all liability in respect of the closing of the said streets, or any of them, but subject to the rights of the City referred to in section two of this agreement, provided that no street west of Yonge Street shall be closed unless and until the City or the Canadian Pacific shall have acquired the interests of, or settled with the tenants and sub-tenants of lots 5 to 25 inclusive on registered plan D, 118.

12. Within two years after the completion of the exchange of sites and the closing and conveyance of streets as herein provided for, the companies shall erect, or reconstruct, so as to have the same open for traffic, a Union Passenger Station of suitable design and capacity, on and adjoining the site of the present Union Station, the same to be in all respects such as the importance of the City may warrant, and the business of the Railway Companies using the same may require, and the companies shall enter into an agreement between themselves for the joint working and user of the same, and for the use thereof by all passenger trains running upon lines operated by the said companies, or either of them, and such Union Station shall be approximately in accordance with the plans hereto attached and marked No. 2, and such agreement shall set forth the manner of carrying out the said undertaking, and the respective interests therein of the companies and the proportion in which the cost of erecting, reconstructing and of working the said station shall be borne by the companies, with all necessary covenants for joint working, using the occupation of the said station, and in case of any difference between the companies as to the said agreement, the points of

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difference shall be referred to arbitration. The term "Union Station" herein means at the least the station buildings with all their appurtenances, and all tracks therein and leading thereto, between Yonge Street and Peter Street.

13. The Grand Trunk will dedicate to the public a street not less than 66 feet wide extending along the north side of the Union Station block from Simcoe Street to York Street. The City agrees that at the request of the Grand Trunk and Canadian Pacific, a part of the said street shall be designated as a stand for cabs or express wagons, but this shall not be done except on such request.

14. The City hereby agrees that the water lots bounded on the south by the New Windmill Line, on the east by the east limit of lot 48, registered plan 5, A, produced southerly, on the north by the south side of the proposed Lake Street, and on the west by the east side of York Street, produced, marked Block E on said plan marked No. 1, shall be held for all time to come by the City under such tenure as shall ensure its being made available for wharves for the accommodation of passenger steamers of all classes, and the slips (being respectively prolongations of Lorne Street and of York Street) shall also be so set apart and used that steamboats running in connection with or exchanging passengers with the Grand Trunk and Canadian Pacific, or either of them, shall have equal facilities with any other steamboats, and in consideration thereof the Grand Trunk agrees that for the sum or price of eighty thousand dollars it will sell and convey to the City the whole of its freehold property lying to the west of Simcoe Street, produced, and south of the Esplanade, and having a frontage thereon of about 250 feet; and will surrender to the City all its rights and interest in the leasehold property known as the Yacht Club lot, and in lots Nos. 1, 2, 3 and 4, registered plan D, 118, lying east of Simcoe Street, produced, and also in any southward extension of all the said property and lots as contemplated by the Windmill Line Agreement, reserving to itself the right to remove within three months after the deeding to the Grand Trunk of Esplanade Street, as before set out, any buildings or tracks now upon the said freehold or leasehold property. In the event of any future extension into the Harbor of the City's front similar to that contemplated by the Windmill Line Agreement, the City may, in lieu of said Block E, provide out of said extension a new block between Lorne and York Streets, produced, and access thereto, such new block to be of at least equal frontage and area to that of Block E, to be held on the same tenure and to be made available for wharves and steamboats in the same manner and for the same purpose as is provided for in reference to said Block E, and on the City making such provision and providing as ample accommodation, frontage and area for wharves and steamboats as could be given by said Block E, the City may deal with said Block E as they deem best.

15. Upon the City passing valid By-laws for the closing and deviation of the streets as hereinbefore mentioned, and closing, deviating and conveying the same as herein provided, the Companies agree to pay the City the sum of fifteen thousand dollars. Each of the said Companies to pay one-half thereof.

16. Until the proposed re-arrangement of yards and streets and the completion of the structures mentioned in this agreement are finally carried out, all reasonable access to the properties mentioned in this agreement, as well as to the City Water Works property, and to any other of the properties of any of the parties hereto shall be given to each of the parties hereto, for the purpose of its business, and to enable it to do the work and complete the contemplated arrangements. In case of any dispute as to what access and facilities should be given, then the same shall be decided as provided for in section 10 of this agreement.

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17. The City hereby consents to the Grand Trunk obtaining a patent from the Crown of the prolongation of Peter Street, lying between the south limit of the Esplanade and the old Windmill Line, and the companies consent to the City obtaining from the Crown a patent of the prolongation of Simcoe and York Streets, south of the Esplanade, for the purpose of including the same in the alternative site as hereinafter described.

18. And whereas the Canadian Pacific has heretofore taken steps toward obtaining a site in Toronto for its station grounds, tracks and appurtenances hereinafter called the "Original Site," and comprising an area bounded on the north by the Esplanade, on the east by Yonge Street, on the south by a line known as the New Windmill Line, on the west by York Street, together with a parcel of land intended for tracks and sidings, and extending westward from the said area as far as the east limit of lot No. 4, plan D 118, lying next south of the Esplanade, and widening from about 40 feet at the said east limit to about 110 feet at the east side of York Street, and has obtained the fee simple of lot 38, hereinafter called the Mowat lot, as well as the leasehold under the City of those parts of lots 39, 40, west half of 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51, registered plan 5, A, lying south of the Esplanade, and the leasehold under the Baldwin estate of that part of the east half of lot 41 above mentioned.

And whereas the City has proposed that the Canadian Pacific shall, on the terms hereinafter contained, abandon the "original site" and take for the said purposes another further west hereinafter called the "Alternative Site," and the Canadian Pacific has consented so to do, which "alternative site" comprises an area bounded and bounded, or otherwise known as follows, that is to say: Commencing on the south side of the Esplanade at the north-west corner of the City Water Works property, thence easterly along the south boundary of the Esplanade to the west side of Yonge Street, thence southerly along the said west side to a point distant 50 feet southerly from the south limit of the Esplanade, and measured at right angles thereto, thence westerly parallel with the south boundary of the Esplanade to the production southerly of the east side of Bay Street, thence in a right line to a point on the production southerly of the west side of Bay Street, where it is intersected by the north boundary of the new street marked "proposed street" on said plan No. 1, and distant 70 feet from the south limit of the Esplanade measured southerly along said production, thence south-westerly along the north side of the said proposed new street to a point on the east limit of lot 48, registered plan 5, A, distant 290 feet measured southerly thereon from the south limit of the Esplanade, thence southerly along that limit to the north limit of Lake Street, thence westerly along said limit to the production southerly of the west side of York Street, thence southerly along that production to the line known as the New Windmill Line, thence westerly along that New Windmill Line to the production southerly of the east side of John Street, thence northerly along that production to a point distant on same course 222 feet from the south side of the Esplanade, thence north-westerly on a right line to a point on the west boundary of part of the City Water Works property, distant along that boundary 28 feet southerly from the south side of the Esplanade, thence northerly along that boundary to the place of beginning, except thereout Lake Street and so much of the said lands as would be a prolongation of Bay Street, and also such portions of Block F as may be necessary to be retained by the City in consideration of its carrying out the agreements with the Argonaut Boat House Co., W. H. Clindinning, and the Toronto Yacht Club Company, hereinafter mentioned, and with such other sub-tenants of any of the lots numbered 5 to 25 inclusive, on registered plan

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D, 118, as it may be necessary to deal with in a similar way, the City reserving to itself the right to construct any portion of the east slope of the southern ramp of the John Street bridge on such parts of the above lands as may be necessary.

19. The City agrees, with the assistance of the Canadian Pacific as hereinafter mentioned, to obtain such title to the alternative site as will enable it to convey the same to the Canadian Pacific to the extent and in the manner hereinafter described, and the Canadian Pacific agrees to consent to and assist the City in obtaining the said alternative site with all convenient speed, and that it will, at the expense and upon the request of the City, exercise its powers of expropriation for that purpose, except as regards the said property owned or held under lease by the Grand Trunk. The City agrees to indemnify the Canadian Pacific for all moneys, costs and charges that the company may have to pay for the expropriation of the outstanding interests of the leaseholders of lots 5 to 25 inclusive, registered plan D, 118 (being part of the alternative site), and to carry out the agreements that have been made by the Canadian Pacific with the Argonaut Boat House Co., W. H. Clindinning, and the Toronto Yacht Club Company, which are printed as schedules A, B and C hereto, and the City agrees to pay to the Canadian Pacific the cost of cribbing and filling on the alternative site of equal quantity to that which it shall have done on the original site, or any part of it, up to the time at which it surrenders possession of the same to the City under this agreement; also the cost of construction and erection of the wharves and buildings on the original site. And the City further covenants and agrees to demise and lease the alternative site to the Canadian Pacific for successive terms of fifty years each, during all time to come. The rental for the first term of fifty years shall be eleven thousand dollars per annum, and the rental for each subsequent term of fifty years shall at each renewal be increased by two thousand seven hundred and fifty dollars per annum, and all rent shall be payable on the third days of July, October, January and April of each year. For the first quarter a proportionate amount to be paid, having regard to the time of possession under said lease.

20. And the Canadian Pacific covenants and agrees with the city that, upon the execution of such lease and the payment of the cost of the said cribbing, filling, wharves and buildings above referred to, and the closing and deviating of the streets as aforesaid, and conveying the portion of Berkeley Street as aforesaid, it will assign, transfer and convey to the City all its interest in the lands colored blue upon the said plan No. 1, and which may be more particularly described as follows:

BLOCK A.

Firstly, commencing at a point on the production southerly of the west limit of Yonge Street, where it is intersected by a line drawn parallel with the south limit of the Esplanade and distant one hundred and ten feet measured southerly therefrom and at right angles thereto; thence south-westerly along said line, being the southerly limit of a new street marked "proposed street" on said plan No. 1, to the production southerly of the east limit of Bay Street; thence southerly along that production to the north limit of Lake Street; thence easterly and north-easterly along said limit of Lake Street to the production southerly of the west limit of Yonge Street; thence northerly along the production to the place of beginning.

BLOCK B.

Secondly, commencing at the south limit of Lake Street where it is intersected by the production southerly of the west limit of Yonge Street; thence southerly along that production to the line known as the New Windmill Line;

thence westerly along the New Windmill Line to the production southerly of the east limit of Bay Street; thence northerly along that production to the south limit of Lake Street; thence easterly and north-easterly along the south limit of Lake Street to the place of beginning.

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BLOCK C.

Thirdly, commencing at a point on the production southerly of the west limit of Bay Street where it is intersected by the southerly limit of the said proposed new street, as shown on the said plan marked No. 1; thence south-westerly along the said south limit to the westerly limit of lot 47, registered plan 5 A; thence southerly along the said limit to the north limit of Lake Street; thence easterly along the north limit of Lake Street to the production southerly of the west limit of Bay Street; thence northerly along that production to the place of beginning.

BLOCK D.

Fourthly, commencing on the south limit of Lake Street where it is intersected by the production southerly of the west limit of Bay Street; thence southerly along that production to the said New Windmill Line; thence south-westerly along the said New Windmill Line to the intersection of the production southerly of the west limit of said lot 47; thence northerly along the said production to the south limit of Lake Street; thence easterly along the south limit of Lake Street to the place of beginning.

BLOCK E.

Fifthly, commencing on the south limit of Lake Street where it is intersected by the production southerly of the east limit of lot 48, registered plan 5 A; thence southerly along the said production to the said New Windmill Line; thence westerly along the said New Windmill Line to the production southerly of the said limit of York Street; thence northerly along that production to the south limit of Lake Street; thence easterly along the south limit of Lake Street to the place of beginning.

21. Except as herein otherwise provided, the provisions of The Railway Act and of The Municipal Act, so far as applicable to anything herein contained, shall form part of this agreement as if expressly set out herein.

22. Nothing herein contained and no action taken hereunder shall affect in any way the position or contention of any of the parties hereto as to the question whether or not any streets running southward from Front Street, other than those referred to in this agreement, do or do not terminate at the north side of Esplanade Street, the Canadian Pacific and Grand Trunk contending that they do so terminate, and the City not admitting the said contention.

23. This agreement shall not be binding on either party unless and until ratified by the City Council of Toronto and the Boards of Directors of the respective Railway Companies, and the parties hereto agree to unite in procuring legislation necessary to validate and confirm this agreement, if and when so ratified, and to empower each of the parties to do whatever may be requisite to give effect to the substance and intention thereof, and if this agreement be not executed and in force on or before the first day of September, 1892, next, then all parties shall be restored to their original rights as if no agreement on the subjects herein dealt with had been discussed between the parties.

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In witness whereof the said parties have hereunto had affixed their corporate seals, and their officers, namely: L. J. Seargeant, General Manager of the Grand Trunk; W. C. Van Horne, President, and Charles Drinkwater, Secretary, of the Canadian Pacific, and Robert John Fleming, Esquire, Mayor, and John Patterson, Esquire, Deputy Treasurer of the City, have hereunto set their hands the year and day hereinbefore mentioned.

Signed, sealed and delivered
in presence of

CHAS. PERRY,

The Grand Trunk Railway
Co. of Canada,

per

L. J. SEARGENT,
General Manager.

SEAL.
The Grand
Trunk Railway
Co. of Canada.

As to signature of C. P. R.,
in the presence of

GEO. M. CLARK.

The Canadian Pacific Rail-
way Co.,

by

W. C. VAN HORNE,
President.
C. DRINKWATER,
Secretary.

SEAL.
The Canadian
Pacific
Railway Co.

Executed by the City of
Toronto, in presence of

THOMAS CASWELL,

ROBT. J. FLEMING,
Mayor.

JOHN PATTERSON,
Deputy Treasurer.

SEAL.
City of
Toronto.

SCHEDULE "A."

Memorandum of agreement made between the Canadian Pacific Railway Company, of the first part, Edmund B. Osler, of Toronto, Esquire, and Wilmot D. Matthews, of Toronto, Esquire, of the second part, and the Argonaut Boat House Company, limited, of the third part.

Whereas the said Canadian Pacific Railway Company have entered into a certain agreement with the City of Toronto and others for the lease or sale to the said Railway Company of certain water lots at the foot of York Street, in the said City of Toronto, of one of which said lots the said Boat House Company are lessees, viz.: lots Nos. 24 and 25, plan D 118.

And whereas the said Boat House Company and others have taken certain proceedings to restrain the carrying out of said agreement;

And whereas the said Boat House Company have agreed to withdraw from said proceedings,

Now, therefore, this agreement witnesseth that in consideration of the said Boat House Company withdrawing as aforesaid, and in consideration of said agreement and of the assignment by said Boat House Company to the said Railway Company of the lease of the present premises of said Boat House

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Company, at foot of York Street aforesaid, the said Railway Company agrees to accept said assignment and to move and reinstate the said Boat House Company as to its present new club house upon the proposed New Windmill Line, to build a wharf extending from the present Windmill Line to the new one, on a lot immediately to the south of the present premises of said Boat House Company, or on a corresponding lot on the east side of the extension southerly of York Street, at the Railway Company's option, said new premises to be in all respects as convenient as the present.

The said Railway Company further agree to give said Boat House Company a lease of said new lot at \$6 ground rent per foot per annum and taxes for twenty-one years, containing an absolute renewal clause at a valuation to be ascertained by arbitration at end of each succeeding term of twenty-one years, said new lot to have a frontage of fifty feet.

The said Railway Company further agrees that the said Boat House Company shall have open water to the width of sixty-six feet on one side of said new premises.

And the said parties of the second part for themselves and each of them for himself, his heirs, executors, administrators and assigns, covenant with the said Boat House Company that the said agreement will be carried out as above set forth.

The above renewal clause shall be subject to the Railway Company's obtaining an absolute renewal clause from the City of Toronto of the lots west of York Street, fronting on Esplanade Street, or obtaining the fee.

In witness whereof the parties hereto have hereunto set their hands and seals this 15th day of May, 1888.

This agreement is subject to the proposed agreement between the City and the Railway being carried, or any other agreement between them enabling the Railways to acquire the premises in question.

For the Ontario and Quebec Railway Co.

Witness as to signatures of E. B.

Osler and W. D. Matthews,

DOUGALD J. MACMURCHY.

E. B. OSLER, *President.*

E. B. OSLER,

W. D. MATTHEWS.

For the Argonaut Boat House Co.,

As to the signatures of Henry O'Brien

and Thomas McCracken,

A. W. LANGMUIR.

HENRY O'BRIEN,

THOMAS MCCRACKEN.

SCHEDULE B.

THIS AGREEMENT, made the third day of December, 1888, between
The Canadian Pacific Railway Company, hereinafter called "the Company,"
of the first part, and

William Henry Clindinning, of the City of Toronto, boat builder, who and
whose heirs, executors, administrators and assigns are hereinafter called "the
owner," of the second part, and

Edmund Boyd Osler, of the City of Toronto, stock and share broker, a direc-
tor of the said company, who, including his heirs, executors and administrators,
is hereinafter called "the director," of the third part.

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Schedule.

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Schedule.

Whereas by a draft agreement bearing date the 26th day of April, A.D. 1888 and made between the Corporation of the City of Toronto of the first part, the Grand Trunk Railway Company of the second part, and the said the Canadian Pacific Railway Company of the third part, it was proposed among other things that certain parts of Esplanade, York and Simcoe streets in the said City of Toronto should be closed and conveyed by the said City of Toronto to the Grand Trunk Railway Company, and the City further agreed that they would sell to the said Company certain lots lying to the south of the said Esplanade street and between York street and Simcoe street.

And whereas the said owner is the assignee from the lessee of the City of Toronto of certain parts of said lots more particularly described in the owner's lease from Cynthia Fuller *et al*, registered as H2189.

And whereas, the said owner has alleged that the said agreement would, if carried out, have interfered with his access and rights and interests in the said leasehold premises, and with others affected by the said agreement brought an action in the Chancery Division of the High Court of Justice for Ontario, by a writ of summons issued on the 2nd of May, 1888, against the Corporation of the said City of Toronto and Edward F. Clarke, Mayor thereof, and in the said action obtained an injunction restraining the said City from entering into or carrying out the said agreement until the trial of the same, which has not yet taken place, and the said City has appealed from the said interim injunction, which said appeal is now pending in the Court of Appeal for Ontario,

And whereas negotiations have been entered into between all the parties to the said agreement of the 26th day of April, A.D. 1888, and the plaintiffs to the said action, and, among other things, in consideration of the plaintiffs agreeing to dismiss the said action and dissolve the said injunction, the said the Company and the Director have agreed with the said Owner as hereinafter set forth.

Now therefore this Indenture witnesseth that in consideration of the premises the parties hereto covenant and agree as follows:

1. That the present access of the said owner from the Esplanade to his present premises shall not be interfered with, except that the Company may proceed forthwith to lay down not more than three railway tracks upon the vacant space in front of the owner's present premises (south of the Esplanade) until the work of removal of said premises shall be commenced by the Company, as next hereafter mentioned.

2. The Company will at their own costs and charges remove and reinstate as much as practicable of the present boat house and buildings, including factory and machinery of the said owner to and on a new lot situate to the south of the present Windmill Line, and hereinafter more particularly described, and will do and construct thereon all the cribbing and piling necessary for the reinstatement, as far as practicable, of the said buildings, and also construct thereon the necessary wharves so as to make the said new premises fully as complete and satisfactory for the business and operations of the owner now carried on by him as his present premises.

Provided always, that such removal shall not commence before 1st October in any one year, and shall be completed as near after the 30th day of April in the following year as possible, and that until such removal the full use and enjoyment of the said premises now occupied by the owner shall not in any wise be interrupted, interfered with, or disturbed by any works or changes which the

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Company may make to the south of the present Esplanade, except as to the three tracks, and that the said owner shall have at least one month's notice in writing of such intended removal prior to the first day of October in the year of such removal.

3. After such removal has been completed the Company shall grant to or procure for the said owner a lease of a water lot of 125 feet frontage to the south of his present lot, and no further to the west of York Street than his present frontage, but not to be so far east as to be in front of any part of the ramp running westerly from the York Street bridge. The said lot to front on the south limit of the street to be constructed in the terms of the Windmill Line Agreement, set forth in the printed appeal book at pages 13 to 17 of the appendix in the said case of *Clindinning vs. Toronto*, the said lot to extend southerly to the new Windmill Line provided for in the said Windmill Line Agreement, for a term of twenty-one years, to commence from the time of the final completion of the new premises, as removed, of the said owner hereinbefore mentioned, at an annual rental of \$6 per foot frontage on the said new street of the land so to be leased, and all taxes, which taxes, however, shall not include any taxes or payments in connection with the filling in of the lots or construction of the street proposed to be constructed under the said Windmill Line Agreement; such lease not to be assignable without leave in writing, which leave shall not be unreasonably withheld, and shall contain a covenant for perpetual renewal for further successive terms of twenty-one years, at a rental to be ascertained by arbitration in the usual way; such lease to be settled by the Master in Ordinary of the Supreme Court in case the parties differ as to the same.

4. The said lease shall be executed and delivered to the said owner when he shall have assigned to the Company or the Director, or to whom they or either of them shall appoint, all his estate, right, title and interest in his present leasehold premises, free from all encumbrances.

5. In the event of its being found impracticable for the Company to reinstate the whole of said owner's present boat house and buildings as aforesaid, on the said new lot, the owner is to be fully compensated and paid damages and compensation for such loss, if any, as he may sustain thereby, and also for such loss, if any, as he may sustain during the progress of such removal to and reinstatement upon the said new lot, such compensation and damages to be determined by arbitration, under the provisions of The Railway Act, and in such arbitration the Company are to be at liberty to tender evidence to show that the rental of the said new premises should be greater than \$6 per foot for the purposes of the owner's business, and that he is obtaining a covenant for renewal in his lease with a view to reduce the said compensation and damages, and the arbitrators are to determine upon the admissibility of such evidence.

6. The Company further agrees that upon and after the removal of the said owner's premises to the said new lot as aforesaid he shall have access thereto by way of a roadway good and sufficient for all the business and uses of the said premises of the said owner over his present premises until the said new street along the Windmill Line shall be constructed and opened for public traffic from York Street to and along the whole of the front of his new premises, and shall be connected with the new bridge proposed to be constructed on York Street produced, or until such new street shall be connected with the extension of York Street south of the Esplanade, and either the bridge or York Street extended, duly opened and fit and safe for public traffic.

Provided that if the said new premises shall be east of the present premises such roadway shall be extended to and along the whole front of the same, and access thereto given thereby as good and sufficient as aforesaid.

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And the said Director for himself and the Company covenants with the said owner that the said agreement will be carried out as above set forth.

In witness whereof the parties hereto have hereunto set their hands and seals on the day and year first above written.

EDMUND B. OSLER. [L.S.]
WM. A. CLINDINNING. [L.S.]

Signe I, sealed and delivered by the said William Henry Clindinning, in the presence of

JOHN T. SMALL.

And by the said Edmund B. Osler in the presence of

S. B. SYKES.

SCHEDULE "C."

MEMORANDUM OF AGREEMENT made between the Canadian Pacific Railway Company, of the first part; Edmund B. Osler, of the City of Toronto, Esquire, and Wilnot D. Matthews, of the City of Toronto, Esquire, of the second part; the Toronto Yacht Club Company, of the third part; and the Royal Canadian Yacht Club of the fourth part.

Whereas the party of the first part, hereinafter called the "Company," has commenced proceedings under The Railway Act to expropriate certain water lots (including those hereinafter mentioned) in the City of Toronto, and has obtained the usual order in that behalf from the Minister of Railways and canals.

And whereas the party of the third part by assignment of the lease bearing date the first day of November, 1884, and made between Richard Dissette and others to the Toronto Yacht Club, is the lessee to those portions of lots numbers five and six, and the west-ly ten feet of lot number seven, according to plan D118, registered in the Registry Office for the City of Toronto as more particularly described in said lease for the term of eight years and four months from the date of said lease at the yearly rental of two dollars and fifty cents per foot frontage per annum and taxes.

And whereas it has been agreed between the Company and the party of the third part, in consideration of an assignment of the said lease and leasehold premises by the said party of the third part, to the Company with the consent of the party of the fourth part, that the Company shall remove the Club House buildings and dock erected upon the said premises above described, now occupied by the parties of the third and fourth parts, from their present location and establish them upon the new location hereinafter described.

Now this indenture witnesseth that in consideration of the assignment of the said lease and leasehold premises, as aforesaid (free from all encumbrances), the parties hereto covenant and agree each with the other as follows.

1. That the Company will, at its own expense, remove and reinstate the present Club House buildings and dock erected upon the premises above described and locate the same upon the new lot situate immediately to the south of the present Yacht Club premises, such new location to be upon the proposed New Windmill Line, or upon the proposed new street to run immediately to the south of the present Windmill Line, or at any point between the said new street and the proposed new Windmill Line as may be selected by the said parties of the third and fourth parts, said new lot to have a frontage of sixty (60) feet, or such

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greater frontage as the parties of the third and fourth parts may desire up to a maximum of eighty-five (85) feet, with a depth extending from the proposed new Street to the New Windmill Line.

2. The Company will give to the party of the third part a lease of the new water lot hereinbefore referred to and described at the rate of four dollars (\$4) ground rent per foot per annum and taxes for the term of twenty-one years, commencing at the expiration of the term of the current lease, above referred to, and shall contain an absolute renewal clause at a valuation to be ascertained by arbitration at the end of each succeeding term of twenty-one years, provided, however, that the party of the third part will, during the currency of the existing lease, pay to the Company the same rental as is now payable thereunder, namely, two dollars and fifty cents per foot frontage per annum and taxes, and thereafter the rental payable shall be four dollars per foot frontage per annum and taxes.

3. The Company further agrees that the said party of the third part shall have the exclusive use as against other yachts or other vessels of any description whatsoever of the anchorage in the open water inside the proposed New Windmill Line for a distance not to exceed 300 feet to the east of the proposed new site, provided always that the Company does not require the said open water for the purpose of its railway or for the purpose of erecting buildings thereon.

4. The Company further agrees that the proposed buildings and dock on the new site shall be as convenient, substantial and commodious, and in as good repair as the present Club building, dock and premises are at the date hereof.

5. This agreement shall be subject to the Company expropriating or otherwise acquiring the balance of the water lots between those owned by the Grand Trunk Railway Company on the west and York Street on the east, and subject also to what is known as the Esplanade Agreement between the Railway Companies and the City of Toronto, being settled and executed by all the parties thereto, and the Company shall give to the said party of the third part at least three months previous notice of their intention to remove the Club House buildings and dock to their proposed new site before commencing the work of such removal, and the Company is not to remove the said Club House buildings and dock to their proposed new site except between the 31st day of October in any one year and the first day of April in the following year, the work of removal to be entirely completed within such dates.

6. And the said party of the second part for themselves and each of them for his heirs, executors, administrators and assigns, covenant with the said party of the third part that the said agreement will be carried out as above set forth.

7. And the party of the fourth part hereby assents to and agrees to be bound and abide by all the terms and conditions of this agreement.

In witness whereof the parties hereto have hereunto set their hands and seals this 3rd day of August, A.D. 1892.

Signed, sealed and delivered in the presence of

JAMES KERR.

EDMUND B. OSLER, [L.S.]

WILMOT D. MATTHEWS, [L.S.]

A. R. BOSWELL,
Commodore.

{ Corporate Seal
Royal Canadian
Yacht Club. }

S. BRUCE HARMAN,
Honorary Secretary.

S. BRUCE HARMAN,
Secretary.

{ Corporate Seal
Toronto Yacht Club. }

UNION STATION AGREEMENT, DATED 26TH JULY, 1892, BETWEEN GRAND
TRUNK AND CANADIAN PACIFIC RAILWAY COMPANIES.

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G. T. R. and
C. P. R.

This Agreement, made this twenty-sixth day of July, in the year of Our Lord One Thousand Eight Hundred and Ninety-Two; by and between

THE GRAND TRUNK RAILWAY COMPANY OF CANADA.

hereinafter called the "Grand Trunk," of the first part, and

THE CANADIAN PACIFIC RAILWAY COMPANY,

hereinafter called the "Pacific," of the second part;

WITNESSETH, that each of the said parties hereto, for itself and its successors, hath covenanted and hereby doth covenant with the other and its successors as follows, that is to say:

1. That a Union Passenger Station hereinafter referred to as "the Union Station" shall be provided on the Union Station property as hereinafter described.

2. The Union Station property shall consist of the land and common tracks shewn in red on the Map "A" hereto attached. Part of it now owned and the residue to be owned under the Tripartite Agreement hereinafter mentioned by the Grand Trunk, and also that shewn in blue in the said map to be acquired by the Grand Trunk as hereinafter mentioned, together with all buildings, erections and tracks now or hereafter to be placed on the said land for the purposes of the said Union Station.

3. So far as practicable the present Union Station shall be used for the purposes of the said Union Station, which shall be completed approximately in accordance with the plans and general specifications annexed hereto, and marked "B 1," "B 2," "B 3," "B 4," "B 5," "B 6" and "B 7" respectively, which plans and specifications shall be taken as embodied in and shall form part of this Agreement.

4. The tracks to be used in common under this Agreement are shewn in red on the plan also annexed hereto and marked "C" and are hereinafter referred to as the "Common Tracks."

5. The points where the Pacific shall enter on the said tracks shall be those where said red lines join the line or lines of the said Pacific as shewn on said map "C" in yellow and the points where the Grand Trunk shall enter on the said tracks shall be those where said red lines join the line or lines of the said Grand Trunk as shewn on said map "C" in blue.

6. The various junctions referred to above and elsewhere in this Agreement and the apportionment of control and cost of the same are more particularly described as follows:—In the neighborhood of Bathurst and Tecumseth Streets there will be several junctions between the freight and passenger tracks and between the tracks of the two Companies. These junctions are to be protected by a system of signals worked from one signal box, and the cost of construction of the various junctions, tracks and signals and of the working and maintenance of the signals and their appurtenances is to be borne equally by the parties hereto, the signals being under the control of the Managers of the Union Station. The Brock Street junction and signals are to be constructed and controlled by the Grand Trunk, and the cost of construction and maintenance is to be borne by the Pacific. In the neighborhood of Bay Street the various station tracks will come together and there will also be various other junctions. If possible to do so with advantage, all these junctions are to be placed under the control of one set of signalmen in one single box, and the cost of construction of such junctions and the signals and their working and maintenance is to be borne by the parties hereto in the proportions provided for in paragraph 21 of this Agreement, and

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the signals are to be controlled by the Managers of the Union Station property. In the event, however, of its being found to be more advantageous to work the junctions of the station tracks independently of the other junctions, then the former shall come under the conditions as to construction and maintenance as provided for in paragraph 21 of this Agreement, and the cost of construction and maintenance of the latter junctions shall be equally divided between the parties hereto, the signals to be controlled by the Managers of the Union Station property.

7. Any deviations or alterations of said Common Tracks which may be hereafter necessitated by the requirements of the Grand Trunk, or for access to them, or for additional siding accommodation or otherwise may be made from time to time by and at the cost of the Grand Trunk, provided that the efficiency of the Union Station premises and tracks is not impaired thereby, nor the traffic of the Pacific unnecessarily interrupted or their adjoining yards and tracks injured in any way thereby.

8. The present value for the purposes of this Agreement of the Union Station property, including the said Common Tracks, is hereby fixed at the sum of Six Hundred and Fifty Thousand Dollars, which shall be charged to the Capital Account hereinafter mentioned, and shall bear interest at the rate of four per centum per annum.

9. Should any additional land, buildings or other property be required for the purpose of completing the Union Station as designed and shown by the said plans annexed hereto, or as they may be if modified by mutual consent of the parties hereto or of increasing at some future time the area of the Union Station property for the joint use and benefit of the parties hereto, then and with their joint consent the same shall be acquired by the Grand Trunk and shall be owned by and shall stand in its name subject to the provisions of this Agreement, and the cost thereof, exclusive of any interest the Grand Trunk may now have therein, shall be met by the Grand Trunk, and shall be charged to the said Capital Account and shall bear interest at the rate of four and one-quarter per centum per annum, and the expression "the Union Station property" in any part of this Agreement shall at all times hereafter be held to include all such additional land, buildings or other property so acquired.

10. All the cost and expenses which may be necessarily incurred or expended in the erection and completion of the Union Station in accordance with the plans and specifications referred to in paragraph 3 hereof, either in their present form or as they may hereafter be modified by mutual consent, and in the removal, alteration, and re-erection of buildings, and in providing new tracks, switches, signals and signal boxes and all other the appliances connected therewith, and in the changing and rearranging of the Grand Trunk tracks and yards made necessary for the purposes of and in connection with the Union Station shall form part of the said Capital Account, and shall bear interest at the rate of four and one-quarter per centum per annum.

11. The amount realised from the disposal of the old material of any portion of the Union Station property shall be credited to the said Capital Account, thereby reducing the amount to that extent on which interest is to be payable as in this Agreement provided, and the balance only shall carry interest as herein provided.

12. The Capital Account referred to in and arrived at in accordance with this Agreement shall bear interest at the rates in the above sections respectively provided and of such interest each party to this Agreement shall pay or bear one-half.

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13. The letting of any contract or contracts, including the inviting of tenders, if any be invited, shall be as the parties hereto may mutually agree on in respect of any work or material to be provided for the purpose of removing, reconstructing, constructing or completing the Union Station or any part of it, as well as all work and material connected with new switches, tracks and signals so far as may be necessary for the purpose of the user of the Union Station property under this Agreement, and the Grand Trunk shall find the funds necessary to complete the same in all respects as in this Agreement mentioned, and shall proceed to complete the same without any delay that can be avoided, and the work shall be done under the supervision of a person to be appointed for that purpose by the Agreement of the Chief Executive Officers in Canada of the parties hereto.

14. The Union Station property shall be managed by two persons who are hereafter called the Managers, one of such Managers to be appointed by each Company from time to time as may by each Company be deemed necessary. In the event of any difference of opinion between the said Managers as to the management or working of the said Union Station property the same shall be decided by the Chief Executive Officers of the Companies in Canada, but it shall be competent by consent to alter and change or modify every and any such decision from time to time as circumstances may require.

15. Rules and Regulations shall from time to time as required be made jointly by the Chief Executive Officers in Canada of the parties hereto for the instruction and guidance of the Managers.

16. The Managers shall appoint a joint Superintendent who shall under them have the entire control of the Station Staff, the handling of trains and the transaction of all necessary and usual current business of the Union Station.

17. The Managers shall keep and furnish to each of the parties hereto accurate accounts of the working expenses of the Union Station property, but if it be decided that these accounts can be more economically kept by the ordinary staff of the Grand Trunk, and from time to time rendered to the other Company, this may be done by mutual consent of the parties hereto, provided that if the Grand Trunk keep the accounts, then the books, accounts and other documents relating thereto shall be open to the inspection of the Pacific.

18. Working expenses shall consist of and shall include salaries, wages, supplies, maintenance of platforms and tracks, switches and signals, renewals of Station furniture and equipment, repairs of Station and buildings, taxes, insurance, lighting, heating, water supply, and all other the usual incidental expenses of a railway station.

19. Each Company party hereto shall take the risk of accidents to its rolling stock, baggage and other property as well as to passengers, except such as are caused by the negligence or other wrong of the other Company as to which the other Company shall be liable.

20. In the event of any claim or claims by any person or persons for damages arising out of any occurrence the origin of which cannot be attributed to the act or omission of either party or the respective employees of either party, or where damage has resulted to any person or property and responsibility therefor cannot be fixed satisfactorily, then and in all and each of such cases the damages and costs or either and all loss thereby caused shall be charged to the account of the working expenses in addition to the matters included in the definition of working expenses in this Agreement.

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21. The Managers shall keep and render to each Company party hereto monthly an account of every vehicle which forms part of any train, and of the engine or engines hauling the same which arrives at, and also of any train which leaves the Union Station property in the ordinary course of its passenger business, each vehicle and each engine being counted once on entering and once on leaving except that no record shall be taken of any empty vehicle entering the Union Station property for the purpose of taking up passengers or leaving the same after discharging passengers, or of the engine or engines hauling the same, and the working expenses of the Union Station and of the Union Station property as defined in this Agreement shall be apportioned between the Companies parties hereto in the respective proportions which the number of each Company's vehicles and engines so counted as aforesaid bears to the total number so counted as aforesaid, but vehicles and engines comprising suburban trains passing through the Union Station shall only be counted once. In this agreement the words "Suburban trains" shall mean trains running to or from points not more than twenty miles distant from the Union Station.

22. The books, accounts and other documents of all kinds of the Managers, as well as of the Superintendent, shall at all times be open to the inspection of each of the parties hereto.

23. The Managers and the Superintendent shall be guided by economical considerations in detailed working arrangements and shall conduct the same impartially and efficiently as if one Company's interests alone were concerned.

24. A joint ticket clerk shall be appointed, or either Company may appoint its own ticket clerk as it may elect, and proper accommodation and arrangements shall be made in the station for that purpose.

25. Any additional accommodation afforded by the Union Station beyond that which may be rented to third parties for the purpose of revenue and that required for the joint use of both parties shall be equally divided so as to give to each of the parties hereto one-half thereof. All rentals or other sums by way of compensation which may be collected for refreshment rooms, book stalls, shops, advertising or any other purpose, including the use of any portion of the Union Station property by any party other than the parties hereto, either under an agreement or otherwise, shall from time to time be applied towards payment of interest on the Capital Account.

26. Any lease to any outside party of any rights in any part of the Union Station property shall be by and in the name of the Grand Trunk as lessors (for the benefit of both parties to these presents), and the responsibility of collecting the rents shall be with the said Managers, and the loss or gain in collecting and getting in said rents shall be debited or credited accordingly.

27. Equal facilities shall be afforded at the Union Station to each Company party hereto for advertising its own business and that of its connections.

28. There shall be no touting or canvassing for passengers or freight in the Union Station or on the Union Station property on behalf of either Company.

29. Neither party shall or will during the said term assign, transfer or set over or otherwise by any act or deed procure the Union Station property or any part of it or any interest therein to be assigned, transferred, set over or sub-let unto any person or persons or any corporation or corporations whatsoever, nor shall it undertake to operate the traffic of any other Company under cover of this Agreement without the consent in writing of the other party hereto, its successors or assigns, first had and obtained and under the Corporate Seal of such other party, but nothing herein contained shall be construed to confine this Agree-

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ment to the lines now leased, acquired or operated by the said parties hereto respectively.

30. As the work of construction and reconstruction and rearrangement progresses if it be found necessary to vary or modify the said plans or specifications or either, or if afterwards it be deemed proper at any time to add to or vary the accommodation afforded to either party, it may be done in respect of any part of the Union Station property on such terms and to such extent as the Chief Executive Officers of said Companies hereto may in writing under their respective Corporate Seals agree upon.

31. Nothing in this agreement contained shall in any way interfere with any of the present rights which the Grand Trunk now has in respect of the running of freight trains or any necessary shunting work in connection with its freight traffic on those portions of the common tracks which lie between the Pacific junction near Tecumseth Street and a point at or near Brock Street and between Bay and Lorne Streets respectively as shewn on said plan "C," but the Grand Trunk shall continue to have the right to use the said portions for the said freight trains and for shunting purposes as and when it may be necessary, provided that the passenger traffic of each of the parties hereto shall at all times be entitled to and have the use of said tracks in preference to any other traffic whatsoever and provided also that such freight trains shall be run and such shunting work shall be done only under such regulations as will provide that no passenger train of either party shall be thereby detained, and any extra cost of maintenance and working expenses caused by such use of said tracks shall be ascertained and fixed by said Managers, and the Grand Trunk shall be charged with such extra expense and shall pay the same.

32. The Pacific shall have the right to connect its tracks with the Grand Trunk tracks at or near Tecumseth Street, using for that purpose so much of the one hundred foot strip as may be necessary for that purpose and as shewn on plan "C" hereto attached.

33. Upon the completion of the Union Station and thence forward each of the parties hereto shall be entitled to and shall for all time hereafter use the Union Station property and said common tracks for the purposes of its business jointly with the other according to the terms of this Agreement and without any preference of one over the other of any kind, or for any purposes whatsoever except as is hereinbefore provided, and except as the parties hereto may hereafter from time to time agree upon, and on such completion the Agreement made by and between the parties hereto, and the Toronto, Grey & Bruce Railway Company, dated first day of July, one thousand eight hundred and eighty-four in respect of the use of the present station and tracks leading thereto shall be cancelled except as to Clauses Numbers 3 and 15 of said Agreement.

34. The Pacific hereby covenants and agrees with the Grand Trunk and its successors that it the Pacific and its successors shall and will for all times hereafter use the said Station to the extent and in the manner in this Agreement provided, and that for the use of the property and accommodation which is given to the Pacific under this Agreement, it hereby covenants and agrees with the Grand Trunk that it will pay the one-half of the interest on the said Capital Account at the rates in this Agreement mentioned from the completion of the Union Station as aforesaid, such payments to be made half-yearly on the first days of January and July in each year, the first half-yearly payment or any fractional part thereof for any broken period if there be any to be due and made on such one of those days as shall fall next after the date of the completion of said Union Station.

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35. Each of the parties hereto shall from time to time and at all times hereafter use the Union Station as its principal station in the City of Toronto, and if and as often as it shall carry for toll any passenger or passengers in its trains south of Front Street to or from any point on or past any portion of the common tracks or of the Union Station property, then such party shall be liable in the same way and to the same extent as if the train carrying such passenger or passengers had entered and left the Union Station property as described in Clause Number 21 of this Agreement.

36. Neither party shall be required or be liable to insure any property of the other party nor shall the working expenses afore-said include any outlay on account of insurance of the cars, carriages, engines or other property of any kind of either party or which may be in its charge.

37. Except as may from time to time be otherwise agreed on between the parties hereto, all buildings and erections and all furniture and equipment forming part of the Union Station property shall be insured against loss or damage by fire, if it can be done, and the cost of so doing shall be part of the said working expenses, and if and as often as any of the buildings or other property forming part of the Union Station property be destroyed in whole or in part by fire or other casualty the same shall be rebuilt or replaced without delay, either according to its former design or such other design, if any, as the parties hereto may agree upon, and the cost of so doing shall be added to the said Capital Account, less the amount of insurance, if any, which may be received in respect of the destruction or damage thereof, and the Grand Trunk shall find the necessary funds, and they shall form part of the Capital Account and bear interest as in the case of purchasing new properties as before mentioned.

38. Both Companies parties hereto shall have the right to use the said Union Station property and the platforms and tracks therein and thereon for the purposes not only of their passenger business but also for the usual business connected with passenger trains.

39. In case of any dispute arising as to the rights of either party under this Agreement or any matter or thing herein provided to be done in respect of which there is no provision inconsistent therewith or which it is not provided shall be decided by the Chief Executive Officers of the parties hereto, such dispute shall be decided by arbitration in such manner as the parties hereto may in writing specially agree upon in respect of such dispute, or in failing such special agreement, then the matter in dispute shall be settled and determined by an arbitrator to be nominated by the parties, and in the event of his refusal or inability to act then the parties shall agree upon and appoint another sole arbitrator and his award given in writing shall be binding and conclusive on the parties hereto, provided that in default of such agreement and appointment, the President of the High Court of Justice for Ontario may make the appointment on the application (after six days notice) of either party to these presents, and in all respects not above provided for the proceedings including the appointment of the arbitrator and all other proceedings including the award and the means of enforcing it shall be as provided for in "An Act respecting Arbitrations and References," being chapter 53 of the Revised Statutes of Ontario, 1887.

40. The Pacific for itself and its successors doth hereby covenant with the Grand Trunk, its successors and assigns, that the Pacific and its successors will from time to time and at all times hereafter perform, observe and fulfil the terms and conditions hereinbefore contained, and on its and their part intended to be performed, observed, and fulfilled, and will duly pay all moneys, including one-half the interest on the said Capital Account, as and when they ought to be

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paid according to the terms and conditions herein in this Agreement contained, and the said interest shall be paid half yearly as herein provided.

41. Inasmuch as large sums will be required to be paid out between the execution of this Agreement and the final completion of the said station and works, the amounts of which it is above agreed shall be charged to Capital Account, it is agreed that the interest on these sums from the date of the outlay until the completion of the work and the interest has commenced to run on the whole Capital Account shall be divided and the Pacific shall half-yearly, computing from the execution of these presents, pay to the Grand Trunk one half of the said interest, and the Grand Trunk shall pay the other half, the intention being that said interest shall be paid and only the principal expended shall be carried to Capital Account.

42. The Grand Trunk for itself and its successors doth hereby covenant with the Pacific and its successors that the Grand Trunk and its successors will from time to time and at all times hereafter perform, observe and fulfill the terms and conditions hereinbefore contained and on its and their part intended to be performed, observed and fulfilled and will duly pay all moneys as and when they ought to be paid according to the terms and conditions herein contained, and further that the Pacific and its successors paying its share of interest as hereinbefore in this Agreement mentioned and performing, observing and fulfilling the covenants and the terms and conditions herein contained, and on its and their part intended to be performed, observed and fulfilled, shall from time to time and at all times hereafter have the right and easement jointly with the Grand Trunk to use and occupy and have the benefit of the Union Station property and all properties intended to be covered by that expression according to the terms of this Agreement, and of all the rents, issues and profits thereof in the respective proportions and on the terms and conditions hereinbefore in this Agreement set forth without interruption or interference by the Grand Trunk or any other party or parties whomsoever claiming under them; provided however, and it is hereby agreed, that in the event of the Pacific failing to pay the interest as aforesaid for the period of six months after demand made and failing to comply with the covenants and agreements on its part in this Agreement contained, the Grand Trunk shall have power by notice under its Corporate Seal to terminate this Agreement, and in that event the Pacific shall and will forfeit to the Grand Trunk all its rights under this Agreement.

43. The Pacific shall have the right to exercise the running powers which it now has or exercises as the lessee or assignee of the Credit Valley Railway Company under the provisions of the Act 43 Victoria, Chapter 54, and the Acts amending the same, over what was the Northern Railway, between the east side of Brock Street and the point of Junction near Tecumseth Street in Toronto, both shewn in blue on the said plan annexed hereto and marked "C," but these powers shall all be exercised and subject to the terms specified in said Act and any Acts amending the same, and they shall be used and exercised for freight traffic only and not for any other.

44. The Grand Trunk hereby agrees to sell to the Pacific and the Pacific hereby agrees to purchase from the Grand Trunk the right to use in perpetuity for railway purposes a strip of land twenty-eight feet wide, extending from the point at or near the east side of Brock Street mentioned in the next preceding paragraph hereof, to a point on the west limit of the Water Works property, and bounded on the west by the southerly production of the east side of Brock Street or a line parallel therewith, on the east by the west boundary of the said Water Works property, and on the north for all or most of the distance by the

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1892

26th July.
Union Station
Agreement,
G. T. R. and
C. P. R.

south limit of the Esplanade, and the Pacific will pay the Grand Trunk for such right twenty-two cents per square foot of the land taken, and in addition will build a crib work twelve feet in height between Brock Street and the Water Works property upon such line south of the Esplanade and north of the Windmill line as may be agreed upon. And it is agreed between the parties that this clause supersedes any existing agreement between the parties hereto concerning any intended conveyance of any tracks or right of way or land therefor between the west side of Brock and the east side of Simcoe Streets inclusive, or if those streets do not extend so far south then between the southerly productions of those streets.

45. Each of the parties hereto agrees to carry out and give effect to this agreement in the most liberal and reasonable manner and operate the business so as to afford facilities to each other to the fullest extent compatible with safety and the convenient operation of the business of both.

46. It is hereby expressly agreed between the parties hereto that this Agreement shall not nor shall any clause or provision thereof be varied, vacated or affected in any respect by any of the provisions of the Tripartite Agreement hereinafter mentioned.

47. Each of the parties hereto for itself and its successors covenants and agrees with the other to perform, keep, observe and abide by the above Agreement in all respects according to the spirit, true intent and meaning thereof.

48. This Agreement shall not come into force or be binding on either party hereto until it has been approved by the Board of Directors of each of the said Companies, parties hereto, nor until the Corporation of the City of Toronto and the parties hereto have entered into a Tripartite Agreement in the form of that contained in the Schedule to an Act respecting the City of Toronto, passed by the Legislative Assembly of the Province of Ontario during the Session of 1892, or in such other form as the three parties to that Agreement may consent to.

In witness whereof the parties hereto have hereunto affixed their respective Corporate Seals on the day and year first above written.

Signed, sealed and delivered
in presence of

THE GRAND TRUNK RAILWAY COMPANY OF CANADA.

L. J. SEARGEANT
General Manager.



Witness,
F. S. Cleverly.

THE CANADIAN PACIFIC RAILWAY COMPANY.

W. C. VANHORNE
President.



Witness,
G. M. Clark.

AGREEMENT OF AMALGAMATION, DATED OCTOBER 1ST, 1892, BETWEEN THE GRAND TRUNK RAILWAY COMPANY, THE MIDLAND RAILWAY, ET AL., BEING SCHEDULE TO ACT, CHAP. 47, DOM

1892

1st October.
Agreement of
amalgamation
G. T. R., Midland
Railway, et al.

The Midland
Railway of
Canada.

This Deed made the first day of October, in the year of our Lord one thousand eight hundred and ninety-two; between the Grand Trunk Railway Company of Canada, in this agreement called "The Grand Trunk," of the first part; the Jacques Cartier Union Railway Company, in the schedule hereto, marked "X," called the "Jacques Cartier Company," of the second part; the Montreal and Champlain Junction Railway Company, hereinafter in the schedule hereto, marked "X," called "The Montreal Company," of the third part; the Beauharnois Junction Railway Company, hereinafter in the schedule hereto, marked "X," called "The Beauharnois Company," of the fourth part; the Midland Railway of Canada, hereinafter in the schedule hereto, marked "X," called "The Midland," of the fifth part; the Peterborough and Chemong Lake Railway Company, hereinafter in the schedule hereto, marked "X," called "The Peterborough Company," of the sixth part; the Lake Simcoe Junction Railway Company, hereinafter in the schedule hereto, marked "X," called the "The Lake Simcoe Company," of the seventh part; the Grand Trunk, Georgian Bay and Lake Erie Railway Company, hereinafter in the schedule hereto, marked "X," called "The Georgian Bay Company," of the eighth part; the London, Huron and Bruce Railway Company, hereinafter in the schedule hereto, marked "X," called "The Huron Company," of the ninth part; the Galt and Guelph Railway Company, hereinafter in the schedule hereto, marked "X," called "The Galt Company," of the tenth part; The Brantford, Norfolk and Port Burwell Railway Company, hereinafter in the schedule hereto, marked "X," called "The Brantford Company," of the eleventh part; the Wellington, Grey and Bruce Railway Company, hereinafter in the schedule hereto, marked "X," called "The Wellington Company," of the twelfth part; the Waterloo Junction Railway Company, hereinafter in the schedule hereto, marked "X," called "The Waterloo Company," of the thirteenth part; the North Simcoe Railway Company, hereinafter in the schedule hereto, marked "X," called "The North Simcoe Company," of the fourteenth part; the Cobourg, Blairton and Marmora Railway and Mining Company, hereinafter in the schedule hereto, marked "X," called "The Cobourg Company," of the fifteenth part;

Whereas the capital of the Grand Trunk at the date of these presents, hereinafter called the Grand Trunk capital, consists of the sums mentioned in the first schedule hereto, marked "A," in which part one shows the amount of borrowed capital and debenture stock, hereinafter called "Grand Trunk borrowed capital," and part two shows the amount of stock or share capital, including guaranteed preference and ordinary stocks, which guaranteed preference and ordinary stocks are hereinafter called "Grand Trunk share capital";

And whereas the capital of the said several companies, parties hereto, other than the Grand Trunk, at the date of these presents, consists of the respective sums mentioned opposite the name of each in the schedule hereto marked "X"; part one of the said last mentioned schedule shows the borrowed capital of each company, and part two of the said schedule shows the share capital of each company before the execution of these presents, all of which is fully paid up;

And whereas the Grand Trunk is now the owner of the share capital in certain of the said companies parties hereto, and holds the majority of the share capital of the remainder of the said companies parties hereto;

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And whereas the Grand Trunk is now working and managing the said railways;

And whereas it would be to the advantage both of the Grand Trunk and also of the other companies parties hereto, and would tend to economize and simplify the working and management of said companies if they were all consolidated and reduced to one united company;

Therefore these presents witness that the said parties hereto have and they hereby do each of them agree with the other of them and do declare in the manner following, that is to say:

1. That on and after the 4th day of May, which will be in the year of our Lord 1893, which day in these presents is called the date of union or the date when this agreement shall take effect, the said several companies respectively shall be and shall become one company and one corporation.

2. That the corporate name of the said united Company so formed shall be the Grand Trunk Railway Company of Canada.

3. That the united Company shall be invested with and shall have all the rights, powers and property, and be responsible for all the liabilities of the said Grand Trunk and of the said several companies parties to these presents other than the Grand Trunk, and any right, lien, engagement or other claim which could be enforced by or against either the Grand Trunk or any other of the said several parties hereto, may on and after the date of union be enforced by or against the said the united Company.

4. The borrowed capital existing at the date of union of the united Company shall consist of the Grand Trunk borrowed capital mentioned in the said first part of the schedule hereto marked "A," and of the borrowed capital of the said several parties hereto other than the Grand Trunk shown in column No. 3 in the first part of the said schedule hereto marked "X."

5. It is further agreed, that the share capital of the said several parties hereto other than the Grand Trunk for the purposes of this agreement and the said amalgamation shall be converted into ordinary stock of the united Company, and, that when the said amalgamation is completed and takes effect, the holders of the said share capital shall be entitled to receive one dollar in the ordinary stock of the united Company for each dollar held by them respectively in the share capital of each company other than the Grand Trunk so amalgamated, and the share capital of the Grand Trunk at the time of such union and the share capital of the said companies other than the Grand Trunk so converted as aforesaid shall, after said union, form the share capital of the amalgamated Company. It is also agreed, that the holders of the said ordinary stock created for the conversion of the said share capital of said several parties hereto other than the Grand Trunk, for each fifty pounds sterling held by them shall at all meetings of the united Company have one vote, but no holder of said ordinary stock shall have a vote for any fractional part of said sum of fifty pounds sterling held by them.

6. The earnings of the said the united Company shall be liable and applicable to discharge all debts and liabilities of the Grand Trunk and of the said the other parties hereto other than the Grand Trunk, in the same order and in the same manner and to the same extent that the earnings of each company shall be applicable at the time this agreement takes effect.

7 Any issues of any share capital, which could immediately before the date of union be made by the Grand Trunk or the said several parties hereto respectively

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malgamation
G. T. R. Midland
Railway, et al

other than the Grand Trunk, may from time to time be made by the united Company under the powers conferred by the Acts relating to the Grand Trunk or to the said several companies parties hereto respectively or any or either of them as the case may be, or otherwise, but such increase shall not be made so as to raise the share capital of the united Company to an amount in the aggregate in excess of that to which each company party hereto could have raised the same if these presents had not been made.

8. The number of directors of the united Company shall be twelve.

9. The number of directors may at any time be increased or reduced by the shareholders in special general meeting.

10. The qualification for directors shall be the same as the qualification for directors of the Grand Trunk at and immediately before the date when this agreement shall take effect.

11. Subject to the provisions contained in the next clause of these presents the holders of Grand Trunk capital shall continue to have the like power to vote at all general meetings of the united Company on and after the date of union, as holders of similar capital in the Grand Trunk may have, at the date when this agreement shall take effect, to vote at meetings of that company, and holders of the share capital of said several parties to this agreement respectively other than the Grand Trunk shall have and continue to have the power to vote at all meetings of the united Company on and after this agreement takes effect as holders of ordinary stock of the Grand Trunk at and after the date when this agreement takes effect as aforesaid, but each such holder shall only have one vote for each fifty pounds sterling in the share capital of such other company converted as aforesaid held by him or her at the date of such union or thereafter, as the case may be.

12. Holders of the several stocks and shares and other capital of the Grand Trunk at the time this agreement takes effect shall be and shall while such holders, and all who become after said union the holders of any such, shall be entitled to vote in the same manner and on the said amount as a qualification to vote as they were or would have been entitled had these presents never been made.

13. The board of directors of the Grand Trunk in office when this agreement takes effect shall continue in office and shall be the first directors of the united Company formed by this agreement, and they shall be directors until an election of directors shall be held and made by the persons entitled to vote at the times and in the manner hereinafter provided. The directors of the said several companies other than the Grand Trunk shall go out of office on the day this agreement takes effect, and thereupon the then directors of the Grand Trunk shall become and shall be the directors of the united Company and shall undertake and have the direction and control of the affairs of the united Company. The first election of directors of the united Company shall, as specified in clause 15, take place in the month of March or April, 1894, and the election of directors thereafter shall take place at meetings of the united Company, to be held in the month of March or April in each year as the directors shall from time to time by resolution direct.

14. The quorum of the directors of the united Company shall be from time to time fixed by the directors.

15. Of the said first directors of the said united Company so constituted as aforesaid, one-third as near as may be determined by ballot among the whole body of directors unless they shall otherwise agree, shall go out of office at

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amalgamation
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Railway. et al.

the ordinary general meeting which shall be held in the month of March or April, 1894, and in the like manner one-third of the whole, to be determined by ballot among the other said first directors mentioned above, unless otherwise agreed, shall go out of office at the ordinary general meeting which may be held in the month of March or April, 1895, and the remainder of the said directors named in this agreement as the first directors of the united Company shall go out of office at the ordinary general meeting of the united Company in the month of March or April, 1896, and in each instance the places of the retiring directors shall be supplied by an equal number of qualified holders of capital of the united Company, and at the first ordinary general meeting held in the year next after the whole of the directors hereinabove first appointed shall have gone out of office and in each succeeding year one-third of the directors, being those who have been longest in office, shall go out of office and their places shall be supplied in like manner; but every director going out of office may (if duly qualified) be re-elected and after re-election shall with reference to going out by rotation be considered as a new director, and in case at any time the number of directors should not be divisible by three the directors shall determine what number as nearly equal to one-third as may be, are to go out of office so that the whole number of directors shall go out of office every three years, but in case at any meeting the vacancies then occurring in the office of director shall not be filled up, the outgoing directors, if willing to act, shall be deemed re-elected and shall continue in office.

16. The first ordinary general meeting of the holders of the capital in the united Company entitled to vote at such meeting for the election of directors shall be held at such time in the month of March or April in the year 1894, and at such place in London, England, as the directors may appoint. The meetings of the united Company, whether general or special, shall be held in London, England, and two ordinary general meetings of the Company shall be held, one in March or April, and the other in September or October, in each year, unless the directors shall by resolution appoint any other months, and at the first of such two meetings in every year, commencing with the year 1894, the election of directors and auditors shall take place. Advertisement of each general meeting shall be published once at least in the *Canada Gazette* not less than fourteen days before the holding of the meeting, and such advertisement shall be sufficient without further or other notice.

17. At the first ordinary general meeting of the united Company, two auditors resident in Canada and two auditors resident in England shall be appointed, one of which auditors in Canada and one of which auditors in England, to be determined in the first instance by ballot between the Canadian and English auditors respectively, unless they agree amongst themselves, and afterwards by seniority of election, shall go out of office, and at such meeting auditors shall be elected to supply the place of the auditors retiring, and any auditor going out of office may be re-elected, and after re-election shall in reference to outgoing be deemed newly elected, and if no auditors be elected, the outgoing auditors shall continue in office and be deemed re-elected. In the event of any vacancy occurring by death or otherwise, the directors may fill up such vacancy until the next ordinary meeting of the united Company. On or immediately after the date when this agreement takes effect, the board of directors of the united Company shall appoint two auditors resident in Canada and two auditors resident in England, who shall hold their office until the first ordinary general meeting of the united Company thereafter.

18. The auditors in England shall examine and report upon the accounts of

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the united Company in England, and the auditors in Canada shall examine and report upon the accounts of the united Company in Canada, and shall have all the necessary powers and facilities for so doing.

19. The "net earnings" of the united Company shall mean the surplus of the earnings of the united Company, and its revenues from all sources after discharging the working expenses thereof, and "working expenses" shall mean and include all expenses of maintenance and renewals of the railways and of the stations, buildings, ferries, works and conveniences of all kinds belonging thereto, and of the rolling and other stock and movable plant used in the working thereof, and also all interest on borrowed capital, and all such tolls, rents, percentages of receipts, interest, guaranteed or annual sums as may be paid in respect of railways, elevators, warehouses, wharfs or other property leased to or held by the Grand Trunk, or for which it is now liable or by any of the above named companies other than the Grand Trunk, at or immediately before this agreement takes effect, or to or by the united Company thereafter, and also all moneys payable by way of rebate or otherwise under traffic or working or other arrangements with any of the parties to this agreement, and any other corporation, company or person, or in the respect of the hire of engines, carriages, or wagons let to the separate companies before the union or to the united Company after the union, also sums payable in the adjustment of the pooling or division of traffic, charges or interest on lands rented by or otherwise belonging to the united Company or purchased for the purposes of the Company, but not paid for, and all interest thereon, also all outlay on revenue account in the purchase and manufacture of engines and cars of all kinds, with the necessary appliances and works required therewith, and also all expenses of and incident to the working of the railways and the traffic thereon, including stores and consumable articles, also rates, taxes, insurance and compensation for accidents or losses, also all salaries and wages of persons employed in or about the working of the railways and traffic, contributions to superannuation, provident and insurance funds and other like funds, and all secretarial and establishment expenses, including doctors' fees, salaries of commissioners, agency, legal and other like expenses, and generally all such charges (if any) not above otherwise specified as in the case of English railway companies are usually carried to the debit of revenue as distinguished from capital account. Provided, however, that nothing herein contained shall give to the proprietors or mortgagees or bondholders of any railway, warehouse, wharf, or other property leased to or held by the separate companies at the date of union, or leased to or held by the united Company thereafter, any further or other rights against the united Company, its property or earnings, than they respectively have under the lease, mortgage, bond, agreement or guarantee upon which their rights are based. Provided that money paid under a guarantee shall, if and when prepaid, be applied as nearly as may be in the manner it would have been applied if no payment under the guarantee had been made. Provided always that sums equal to twenty per cent. of the traffic interchanged between what is now known as the Wellington, Grey and Bruce Railway and what was the Great Western Railway as defined in the agreement between the said Wellington, Grey and Bruce Railway Company and the said the Great Western Railway Company, and to the extent only in the said agreement defined and provided, and for the purpose in said agreement set out and mentioned, shall continue to be applied by the united Company as provided in said agreement.

20. The net earnings of the united Company shall be applied half yearly in the manner directed by the Statutes affecting the Grand Trunk, which Statutes shall each and all be applicable to the said united Company, subject however to the provisions of section twenty-one of the agreement of union, dated the 24th

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day of January, A.D. 1888, between the Grand Trunk Railway Company of Canada, of the first part, the Northern Railway Company of Canada, of the second part, and the Hamilton and North-western Railway Company of the third part.

21. All the books, vouchers and documents of all the companies parties hereto, shall on the day of the date of the union be transferred to and belong to the united Company, and the registers of holders of borrowed capital and share capital of the said companies respectively parties hereto, shall continue to be kept as registers of the united Company, with such variation in the certificates and otherwise as may be ordered by the directors of the united Company.

22. Subject to the proviso in this article contained, the directors of the united Company shall wind up the affairs of the said several companies parties hereto to the date when the union takes effect, and finally balance the books of the said companies respectively to that date, and all moneys due or standing to the credit of either or any of the said companies on the date of union shall be applied by the directors of the united Company for the purposes and in the manner to which they would have been applicable if these premises had not been made.

23. The directors of the united Company shall have power to, and may, from time to time, make by-laws for the management and disposition of the stock, property and business affairs of the united Company not inconsistent with the laws of Canada and the provisions contained in these presents, and for the appointment of all officers, servants and artificers, and for prescribing their duties.

24. All Acts of the Legislatures of Upper or Lower Canada, or of any of the Parliaments of the provinces of Canada or of any of the Parliaments of the Dominion of Canada relating to any of the said companies respectively parties to this agreement, and all the powers, rights and privileges conferred upon or held by each and every one of the said companies shall all be vested in, held and enjoyed by the said united Company and all and each and every of the said Acts of said Legislatures respectively, except as in these presents expressly varied and except as otherwise in these presents expressly provided, shall apply to and shall be held as applicable to the said united Company, but generally, except as aforesaid, the united Company shall continue to be carried on and managed, and all by-laws, rules and regulations of the Grand Trunk in use when this agreement takes effect shall have effect and shall until changed or altered by the united Company or the directors thereof, be binding on all the officers, agents, servants and employees of the united Company and all others affected thereby, as if the united Company were the same company as the said the Grand Trunk, and as if the whole undertaking of the united Company had been originally the undertaking of the Grand Trunk, and in case of any conflict between the provisions of any Act of any Legislature or Parliament relating to the Grand Trunk, and the Acts of any Legislature or Parliament relating to any other of the said companies parties hereto, the Acts relating to the Grand Trunk shall prevail and be applicable to the whole property of the united Company, but where there is no such conflict the whole of the said enactments shall apply cumulatively, and the united Company shall possess all the powers as raising capital and all other purposes held by each and all the companies parties hereto before the making of this agreement.

25. Provided always that nothing herein contained shall prejudice the agreements made the 12th day of April, 1884, and the 24th day of June, 1884, respectively, and scheduled to the Act 49 Victoria, chapter 76, of the Dominion of Canada, and the united Company shall be bound by said agreements as if they had been named therein originally as parties thereto.

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26. It is also agreed that in order to carry out the conversion of the several classes of securities shown in said schedules annexed hereto the Parliament of Canada shall be asked in the Act confirming this agreement for power to create four per cent. consolidated debenture stock and ordinary stock to the extent necessary for the purposes aforesaid in order as far as possible to reduce all the said several securities into one security on the whole property of the united Company and also for such purposes as the meetings of the several companies parties hereto approving of this agreement may all agree upon.

27. This agreement is made subject to the approval of a majority of the proprietors of each of the said companies, and in case of such approval the said parties agree each with the other to assist by all lawful means in obtaining an Act confirming and approving thereof.

28. This agreement shall take effect on the 4th day of May, 1893.

In witness whereof the respective parties hereto have hereunto set their respective corporate seals on the day and year first above written.

Signed, sealed and delivered
in the presence of

The Grand Trunk Railway Company
of Canada.

L. J. SEARGEANT, [L.S.]
General Manager.

CHAS. PERCY.

* * * * *

The Midland Railway Company of Canada.

L. J. SEARGEANT, [L.S.]
President.

CHAS. PERCY.

* * * * *

SCHEDULE "A."

(Mentioned in the annexed Agreement.)

PART I.

GRAND TRUNK RAILWAY.

BORROWED CAPITAL.

Description.	Rate of Interest.	Amount.
Loan Capital—Grand Trunk	6 per cent.	\$ 2,016,260 00
do Northern, and Hamilton and Northwestern	6 "	2,696,619 99
do Northern	5 "	3,015,386 67
Bonds matured but not paid off.		9,733 34
Debenture Stock—Grand Trunk	5 per cent.	20,782,491 67
do Great Western	5 "	13,252,322 67
do Grand Trunk	4 "	48,396,371 90
do Northern	4 "	1,693,551 33
		<hr/> \$91,862,737 66

PART II.

SHARE CAPITAL.

4 per cent Guaranteed Stock	\$ 25,402,996 00
First Preference Stock	16,644,000 00
Second Preference Stock	12,312,666 67
Third Preference Stock	34,884,535 43
Ordinary Stock	99,913,288 66
	<u>\$ 189,157,486 85</u>

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SCHEDULE "X."

(Mentioned in the annexed Agreement.)

PART I.

BORROWED CAPITAL.

Name of Company.	Column 1.	Column 2.	Column 3.
	Total Capital.	Held by Grand Trunk Railway.	Held by Public.
* * * *	\$ * cts.	\$ * cts.	\$ * cts.
The Midland	10,201,993 33	2,742,366 67	7,459,626 66
* * * *	*	*	*

PART II.

CAPITAL STOCK.

Name of Company.	Amount.
* * * *	* \$ cts.
The Midland	6,600,000 00
* * * *	*

To be converted as in Section 5 of the Agreement hereto annexed mentioned.

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eunto set their

y Company

[L.S.]
l Manager.

ada.

ANT, [L.S.]
President.

Amount.

\$ cts.
2,016,260 00
2,696,619 99
3,015,386 67
9,733 34
20,782,491 67
13,252,322 67
48,396,371 99
1,693,551 33

\$91,862,737 66

AN ACT RESPECTING THE GRAND TRUNK RAILWAY COMPANY OF CANADA.

[Assented to 1st April, 1893.]

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1st April.
56 V. c. 47 (D).
confirming
Agreement with
Amalgamated
Lines.

Whereas the Grand Trunk Railway Company of Canada and the railway companies mentioned in section one of this Act, have severally by their respective petitions prayed that an Act be passed to ratify and confirm and make valid a certain agreement entered into by the said companies for the amalgamation or consolidation of the said companies into one company, under the name of "The Grand Trunk Railway Company of Canada," and to give the said amalgamated company power to do such acts as are necessary to carry out the provisions of the said agreement in all respects; and whereas it is expedient to grant the prayer of the said petitions: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. In the interpretation of this Act, unless the context requires a different interpretation, the words "the Company" shall mean the Company created by the said amalgamation or consolidation, and the words "the said companies" shall mean the Grand Trunk Railway Company of Canada, the Jacques Cartier Union Railway Company, the Montreal and Champlain Junction Railway Company, the Beauharnois Junction Railway Company, the Midland Railway of Canada, the Peterborough and Chemung Lake Railway Company, the Lake Simcoe Junction Railway Company, the Grand Trunk, Georgian Bay and Lake Erie Railway Company, the London, Huron and Bruce Railway Company, the Galt and Guelph Railway Company, the Brantford, Norfolk and Port Burwell Railway Company, the Wellington, Grey and Bruce Railway Company, the Waterloo Junction Railway Company, the North Simcoe Railway Company, and the Cobourg, Blairton and Marmora Railway and Mining Company.

2. This Act may be cited as The Grand Trunk Act, 1893.

3. The agreement entered into by the said companies, and set out in the schedule to this Act, is hereby confirmed and made valid, and shall in all courts and places be taken and held to be legal, valid and binding in all respects whatsoever, as fully and completely as if the said agreement and each and every clause thereof were set out at length and enacted in this Act; and the said companies named in the said agreement are hereby amalgamated; and from and after the passing of this Act the said companies shall form and be one company under the name of "the Grand Trunk Railway Company of Canada," on the terms and conditions set out in the said agreement and in this Act, with the capital also mentioned in the said agreement.

4. The Company may, after the date of union mentioned in the said agreement, in addition to the several amounts of Grand Trunk consolidated debenture stock mentioned in and authorized by the several statutes referred to in section three of chapter forty-eight of the Statutes of 1890, and also in addition to the amount authorized by the said section three, and over and above and in addition to the amounts authorized by chapter thirty-nine of the Statutes of 1892, and over and above and in addition to the amounts heretofore authorized by any statute or statutes of Canada (all of which by this Act are made applicable to

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Amalgamated
Lines.

the Company formed by the said union), in order to get in so much of the borrowed capital referred to in the first part of schedule X mentioned in the said agreement as is not included in the schedules to the said above mentioned Acts, or any of them, borrow and raise, for the purposes in the said agreement mentioned and specified, by the creation and issue of perpetual consolidated debenture stock, to be called Grand Trunk consolidated debenture stock, bearing interest at a rate not exceeding four per cent. per annum, such sum, not exceeding seventy-five thousand pounds sterling, as a majority of the proprietors present in person or represented by proxy (entitled to vote) at general or special meetings assembled determine.

5. The additional Grand Trunk consolidated debenture stock hereby authorized to be created and issued, or the proceeds thereof, shall be applied by the Company in acquiring or getting in by exchange, purchase or otherwise, the said securities and obligations in the next preceding clause of this Act mentioned as being omitted from the schedules in the said several Acts in the said next preceding clause referred to, upon such terms and conditions as are from time to time agreed upon between the Company and the respective holders thereof; and if there is any surplus it may be applied to the general purposes of the Company.

6. The Grand Trunk consolidated debenture stock issued or to be issued under the provisions of chapter fifty-two of the Statutes of 1884, of chapter fifty-seven of the Statutes of 1887, of chapter fifty-eight of the Statutes of 1888, of chapter forty-eight of the statutes of 1890, and of chapter thirty-nine of the Statutes of 1892, shall, together with the Grand Trunk consolidated debenture stock hereby authorized to be created and issued, also the consolidated debenture stock authorized to be created and issued under the provisions of section twelve of this Act, as and when created and issued, and the interest thereon respectively, rank equally as one single consolidated stock, and shall, subject to all the priorities of existing charges, and also to the five per cent. perpetual debenture stock mentioned in schedule number two to the said chapter fifty-two of the Statutes of 1884, and to all the provisions relating to the Company as to working expenses as set forth in the schedule to this Act, be and become a first charge upon the whole of the undertaking, railway, works, rolling stock, plant, property and effects of the Company; but the holders of the said Grand Trunk consolidated debenture stock, whether issued prior or subsequently to the passing of this Act or of the said former Acts in this Act above referred to, shall not as amongst themselves be entitled to any preference or priority.

7. The holders of the said Grand Trunk consolidated debenture stock, hereby authorized to be created and issued, also the holders of the consolidated debenture stock authorized by section twelve of this Act, shall have the same voting power thereon as is now possessed by the holders of the debenture stock heretofore authorized under the several Acts in this Act above referred to, and the interest on the consolidated debenture stock by this Act authorized shall be due and payable at the same times, and in the same manner, and at the same places, as the interest on the four per cent. consolidated debenture stock of the Grand Trunk Railway Company of Canada, issued or authorized to be issued, before the date of union in the said agreement mentioned, under the said several Acts above in this Act mentioned and referred to.

8. The securities and obligations to be acquired as aforesaid shall be held as subsisting and continuing for the purposes mentioned in section six of the Grand Trunk Railway Act, 1888.

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76 V. c. 47 (D),
confirming
Agreement with
Amalgamated
Lines.

9. After the passing of this Act, in addition to the powers by this Act conferred, the Company, as regards the creation and issue of consolidated debenture stock, shall have to their full extent the powers possessed by the Grand Trunk Railway Company of Canada at and before the passing of this Act.

10. The Company, for the purpose of the exchange of shares in the capital stock of the said companies other than the Grand Trunk Railway Company of Canada, as contemplated by the agreement set out in the schedule to this Act, may create and issue to the holders of the said shares ordinary or common stock of the Company to the extent mentioned in the said agreement, and may exchange the said stock for the said common stock of the said companies other than the Grand Trunk Railway Company of Canada, in the manner mentioned and specified in the said agreement.

11. All the provisions of the several Acts now existing relating to the said several companies respectively so consolidated or amalgamated shall each and every one of them apply to the Company formed by the said amalgamation; provided, however, that where there is any conflict in the provisions of the said Acts the provisions of the Acts relating to the Grand Trunk Railway Company of Canada before the said amalgamation shall prevail and govern.

12. The Company may, instead of issuing bonds on that portion of its line of railway between Glencoe and Kingscourt, in the Province of Ontario, and creating a mortgage to secure the same, as authorized under the provisions of chapter fifty-eight of the Statutes of 1888, and of chapter sixty-nine of the Statutes of 1891, create and issue Grand Trunk consolidated debenture stock, bearing interest at a rate not exceeding four per cent. per annum, to an amount not exceeding twenty thousand dollars per mile of the said line so erected or built between Glencoe and Kingscourt aforesaid; and all the provisions contained in sections six and seven of this Act, in regard to the consolidated debenture stock therein mentioned, shall, in each and every respect, also apply to the said consolidated debenture stock authorized by this section of this Act to be created and issued.

13. This Act shall not take effect unless and until it is submitted to a general meeting of the Grand Trunk Railway Company of Canada and accepted by a majority of the votes of the persons present at such meeting in person or represented by proxy entitled to vote thereat; provided that notice of the submission of this Act at such meeting shall be duly given; and the certificate of the chairman of such meeting shall be taken as sufficient evidence of its acceptance by the proprietors; and such certificate shall be filed in the office of the Secretary of State of Canada, and copies thereof certified by the Secretary of State shall be taken and accepted in all courts of law and equity as sufficient evidence of the said acceptance.

Schedule to the foregoing Act, page 136.

56 VICT., CHAP. 48 (DOM.)

AN ACT TO GIVE EFFECT TO AN AGREEMENT BETWEEN THE GRAND TRUNK RAILWAY OF CANADA, THE CANADIAN PACIFIC RAILWAY COMPANY, AND THE CORPORATION OF THE CITY OF TORONTO.

[Assented to 1st April, 1893.]

Whereas a petition has been presented praying that an Act be passed giving effect to the agreement hereinafter mentioned, and it is expedient to grant the prayer of the said petition :—

Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1. All works done or to be done in order to give effect to the agreement hereinafter mentioned as well as those affected by it are hereby declared to be works for the general advantage of Canada.

2. An agreement dated the twenty-sixth day of July, one thousand eight hundred and ninety-two, made between the Grand Trunk Railway Company of Canada of the first part, the Canadian Pacific Railway Company of the Second part, and the corporation of the city of Toronto of the third part, and registered in the registry office for the eastern division of the city of Toronto, in book p. 9, for East Toronto, on the seventh day of October, one thousand eight hundred and ninety two, and of which (except the schedules and plans attached thereto) a copy is set out in the schedule to this Act, having been duly ratified as provided for in its twenty-third clause, is hereby declared to be in force and binding on the parties thereto.

3. Each of the said parties may do whatever is on its part necessary in connection with any of the said works in order to carry out and give effect to its undertaking as embodied in the said agreement.

Schedule to the foregoing Act see page 113.

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1st April.
56 V. c. 48 (D),
Fifth Esplanade
Act.

SPECIAL GRANT BY HER MAJESTY THE QUEEN TO THE CORPORATION OF THE CITY OF TORONTO.

OF CERTAIN PARCELS OF LAND AND LAND COVERED BY THE WATERS OF TORONTO BAY, IN THE CITY OF TORONTO, ONTARIO. (*R^e* OLD WINDMILL LINE EXTENSION.)

CANADA: } VICTORIA, by the grace of God, of the United Kingdom of Great Britain and Ireland, QUEEN, Defender of the Faith, etc., etc.

ABERDEEN.

E. L. NEWCOMBE,

Deputy of the Minister of Justice, Canada.

To all to whom these presents shall come :

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Patent to City
of Water Lots
South of Old
Windmill Line.

GREETING,—Whereas the lands hereinafter described are part of the bed of the harbor of the City of Toronto, which is a public harbor vested in us as represented by the Government of Canada, and the said lands are not required for public purposes.

And whereas it has been represented to us that an agreement has been arrived at between the Corporation of the City of Toronto, hereinafter called the "said Corporation," and other parties interested in removing southward that portion of the southerly boundary of the water lots in the said harbor, between Parliament Street and Brock Street, which limit is now known as the "Old Windmill Line," the terms of which agreement are embodied in a memorandum bearing date the 15th day of March, in the year of our Lord, one thousand eight hundred and eighty-eight, signed by solicitors representing respectively the said Corporation and such other parties, a copy of which memorandum is annexed to these presents.

And whereas, by an Order-in-Council bearing date the twelfth day of June, in the year of our Lord one thousand eight hundred and ninety-three, authority has been given by our Governor-in-Council for the removal of the boundary line mentioned in the said memorandum of agreement and referred to in the said Order-in-Council as the line known as the Windmill Line, a distance of about two hundred and fifty feet further south than was contemplated by the said memorandum of agreement, the position of the said boundary line as so removed being shown upon a plan attached to the said Order-in-Council.

And whereas, by the said Order-in-Council and by certain other Orders-in-Council, bearing date respectively the sixth day of July, in the year of our Lord one thousand eight hundred and eighty-eight, and the fifth day of July, in the year of our Lord one thousand eight hundred and ninety, provision is made for the issue to the said Corporation and to riparian owners in fee simple who apply for the same, of letters patent conveying to them respectively all our interest in such portions of the bed of the said harbor lying to the north of the said boundary line (as so removed) as under the provisions of the said agreement they may respectively be found entitled to, such grant to be made for the purpose of enabling the parties interested to carry into effect the provisions of the said memorandum of agreement, and to be subject to certain provisos and conditions.

And whereas, it has been established to our satisfaction that the said Corporation are under the said Order-in-Council entitled to a grant of all our interest in the several parcels of land hereinafter described, the said parcels being respectively portions of the bed of the said harbor, lying to the north of the said line,

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subject to the provisos hereinafter expressed, and our Governor-in-Council on the joint recommendation of our Minister of Public Works and our Minister of Marine and Fisheries has authorized the grant embodied in these presents.

Now know ye that in consideration of the premises and of the sum of one dollar of lawful money of Canada now paid by the said Corporation to our Minister of the Interior, to and for our use, the receipt whereof is hereby acknowledged, we have granted, released and quitted claim, and by these presents do grant, release and quit claim unto the said, *The Corporation of the City of Toronto*, their successors and assigns, all the estate, right, title, interest, claim and demand whatsoever, which for the uses of the Government of Canada we have, or may have in, to or out of, all and singular those certain parcels or tracts of land and land covered by the waters of Toronto Bay, in the City of Toronto, shown on the plan hereto attached, and which may be more particularly described as follows, that is to say :

First. A parcel commencing at the south-east angle of Water Lot No. 1, according to Plan No. 5, "A," filed in the Registry Office for the said City, being at the intersection of the production southerly of the west limit of Berkeley Street with the southerly limits of water lots as described in the patent from the Crown to the City of Toronto, dated 21st February, 1840, and now known as the "Old Windmill Line." Thence westerly along said "Old Windmill Line" to the south-west angle of Water Lot No. 7 on said Plan No. 5, "A," being at the intersection of the production southerly of the east limit of Princess Street. Thence southerly along said production 629½ feet, thence north 53° 21', east to the intersection of the production southerly of the west limit of Berkeley Street, thence northerly along that production 486½ feet, to the place of beginning.

Excepting therefrom a strip of land, being sixty-six feet in width throughout, measured at right angles to the said "Old Windmill Line," and lying immediately south thereof, which is reserved by Her Majesty as and for an allowance for a public highway; the said parcel above described as being granted by these presents being shown on said plan hereto attached as "Parcel 2."

Secondly. A parcel commencing at the south-east angle of Water Lot No. 8, according to the said plan No. 5, "A," being at the intersection of the production southerly of the west limit of Princess Street with the said "Old Windmill Line." Thence westerly along the said "Old Windmill Line" to its intersection with the division line between the east and west halves of Water Lot No. 10 on said Plan No. 5, "A." Thence southerly parallel with the production southerly of the east limit of Sherbourne Street 644 feet; thence easterly parallel with said "Old Windmill Line" to the intersection of the southerly production of the west limit of Princess Street; thence northerly along that production 644 feet to the place of beginning.

Excepting therefrom a strip of land, being sixty-six feet in width throughout, measured at right angles to the said "Old Windmill Line," and lying immediately south thereof, which is reserved by Her Majesty as and for an allowance for a public highway.

The said parcel lastly above described as being granted by these presents being shown on said plan hereto attached as Parcel 3, "A."

Thirdly. A parcel commencing at the south-east angle of Water Lot No. 15, according to the said Plan No. 5, "A," being at the intersection of the production southerly of the west limit of Frederick Street with the said "Old Windmill Line," thence westerly along said "Old Windmill Line" to its intersection with the division line between Water Lots Nos. 15 and 16 on said Plan No. 5, "A," thence southerly parallel with the production southerly of the west limit of

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Frederick Street 644 feet, thence easterly parallel with said "Old Windmill Line" to the intersection of the production southerly of the west limit of Frederick Street, thence northerly along that production 644 feet to the place of beginning.

Excepting therefrom a strip of land, being sixty-six feet in width throughout, measured at right angles to the said "Old Windmill Line," and lying immediately south thereof, which is reserved by Her Majesty as and for an allowance for a public highway.

The said parcel lastly above described as being granted by these presents being shown on said plan hereto attached as Parcel 5, "A."

Fourthly. A parcel commencing at the south-east angle of Water Lot No. 22, according to the said Plan No. 5, "A," being at the intersection of the production southerly of the west limit of Jarvis Street with the said "Old Windmill Line," thence westerly along said "Old Windmill Line" to the south-west angle of Water Lot No. 23 on said Plan No. 5, "A," being at the intersection of the production southerly of the east limit of West Market Street, thence southerly along said production 644 feet; thence easterly, parallel with the said "Old Windmill Line" to the intersection of the production southerly of the west limit of Jarvis Street; thence northerly along that production 644 feet to the place of beginning.

Excepting therefrom a strip of land, being sixty-six feet in width throughout, measured at right angles to the said "Old Windmill Line," and lying immediately south thereof, which is reserved by Her Majesty as and for an allowance for a public highway.

The said parcel lastly above described as being granted by these presents being shown on said plan thereto attached as Parcel 7.

Fifthly. A parcel commencing at the south-east angle of Water Lot No. 27, according to said Plan No. 5, "A," thence westerly along said "Old Windmill Line" to the south-west angle of said Lot 27; thence southerly parallel with the production southerly of the east limit of Church street 644 feet; thence easterly parallel with said "Old Windmill Line" to the intersection of a line drawn southerly from the point of commencement parallel with the production southerly of the west limit of West Market Street, thence northerly along that line 644 feet to the place of beginning.

Excepting therefrom a strip of land, being sixty-six feet in width throughout, measured at right angles to the said "Old Windmill Line," and lying immediately south thereof, which is reserved by Her Majesty as and for an allowance for a public highway.

The said parcel lastly above described as being granted by these presents being shown on said plan hereto attached as Parcel 8, "A."

Sixthly. A parcel commencing at the south-west angle of Water Lot No. 35, according to said Plan No. 5, "A," being at the intersection southerly of the east limit of Scott Street with the said "Old Windmill Line," thence easterly along said "Old Windmill Line" to the south-east angle of Water Lot No. 34 on said Plan No. 5, "A," thence southerly parallel with the production southerly of the east limit of Scott Street 644 feet, thence westerly parallel with the "Old Windmill Line" to the intersection of the production southerly of the east limit of Scott Street, thence northerly along that production 644 feet to the place of beginning.

Excepting therefrom a strip of land, being sixty-six feet in width throughout, measured at right angles to the said "Old Windmill Line," and lying imme-

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diately south thereof, which is reserved by Her Majesty as and for an allowance for a public highway.

The said parcel lastly above described as being granted by these presents being shown on said plan hereto attached as Parcel 9, "A."

Seventhly. A parcel commencing at the south-east angle of Water Lot No. 36, according to the said Plan No. 5, "A," being at the intersection of the production southerly of the west limit of Scott Street with the said "Old Windmill Line," thence westerly along said "Old Windmill Line" to the south-west angle of Water Lot No. 36, on said Plan 5, "A," thence southerly parallel with the production southerly of the west limit of Scott Street 644 feet, thence easterly parallel with the said "Old Windmill Line" to the intersection of the production southerly of the west limit of Scott Street, thence northerly along that production 644 feet to the place of beginning.

Excepting therefrom a strip of land sixty-six feet in width throughout, lying immediately to the southward of and measured at right angles, to a line drawn parallel with the south limit of the Esplanade, through a point in the production southerly of the east limit of Scott Street, distant 439 $\frac{1}{2}$ feet measured southerly thereon from the south limit of the Esplanade, which strip is reserved by Her Majesty as and for an allowance for a public highway.

That parcel lastly above described as being granted by these presents being shown on said plan hereto attached as Parcel 10, "A."

Eighthly. A parcel commencing at the south east angle of Water Lot No. 39, according to the said Plan No. 5, "A," being at the intersection of the division line between Water Lots, Nos. 38 and 39, according to said Plan No. 5, "A," with the said "Old Windmill Line," thence westerly along said "Old Windmill Line" to the south west angle of Water Lot No. 40, on said Plan No. 5, "A," thence southerly parallel with the production southerly of the east limit of Bay Street 644 feet; thence easterly parallel with the said "Old Windmill Line" to the intersection of a line drawn southerly from the point of commencement parallel with the production southerly of the west limit of Yonge Street, thence northerly along that line 644 feet to the place of beginning.

Excepting therefrom a strip of land sixty-six feet in width throughout, lying immediately to the southward of and measured at right angles to a line drawn parallel with the south limit of the Esplanade through a point in the production southerly of the east limit of Scott Street, distant 439 $\frac{1}{2}$ feet, measured southerly thereon from the south limit of the Esplanade, which strip is reserved by Her Majesty as and for an allowance for a public highway.

The said parcel lastly above described as being granted by these presents being shown on said plan hereto attached as Parcel 11, "B."

Ninthly. A parcel commencing at the south-west angle of Water Lot No. 42, according to the said Plan No. 5, "A," being at the intersection of the production southerly of the east limit of Bay Street with the said "Old Windmill Line," thence easterly along said "Old Windmill Line" to its intersection with the division line between the east and west halves of Water Lot No. 41, on said Plan No. 5, "A," thence southerly parallel with the production southerly of the east limit of Bay Street 644 feet, thence westerly parallel with the said "Old Windmill Line" to the intersection of the production southerly of the east limit of Bay Street, thence northerly along that production 644 feet, to the place of beginning.

Excepting therefrom a strip of land, sixty-six feet in width throughout, lying immediately to the southward of and measured at right angles to a line

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which is to be its northern limit, and which may be more particularly described as commencing at a point on the production southerly of the east limit of Bay Street where the same is intersected by a line drawn parallel with the south limit of that part of the Esplanade lying between Bay and York Streets and distant 406 feet measured southerly therefrom along the production southerly of the west limit of York Street, thence easterly along the production of said line drawn as aforesaid, 49 feet more or less to the intersection of a line drawn parallel with the south limit of that part of the Esplanade lying between Bay and Scott Streets and distant 439½ feet, measured southerly therefrom, along the production southerly of the east limit of Scott Street, thence north-easterly along said last described line to the said division line between the east and west halves of the said Water Lot No. 41, which strip is reserved by Her Majesty as and for an allowance for a public highway.

The said parcel lastly above described as being granted by these presents being shown on said plan hereto attached as Parcel 11, "D."

Tenthly. A parcel commencing at the south-east angle of Water Lot No. 43 according to the said Plan No. 5, "A," being at the intersection of the production southerly of the west limit of Bay Street with the said "Old Windmill Line," thence westerly along said "Old Windmill Line" to the south-west angle of Water Lot No. 47, on said Plan No. 5, "A," being at the intersection of the production southerly of the east limit of Lorne Street, thence southerly along said production 644 feet, thence easterly parallel with said "Old Windmill Line" to the intersection of the production southerly of the west limit of Bay Street, thence northerly along that production 644 feet to the place of beginning.

Excepting therefrom a strip of land, sixty-six feet in width throughout, lying immediately to the southward of and measured at right angles to a line drawn parallel with the north limit of the Esplanade, through a point on the production southerly of the west limit of York Street, distant 406 feet measured southerly thereon from the south limit of the Esplanade, which strip is reserved by Her Majesty as and for an allowance for a public highway.

The said parcel lastly above described as being granted by these presents being shown on said plan hereto attached as Parcel 12.

Eleventhly. A parcel commencing at the south-west angle of Water Lot No. 51, according to the said Plan No. 5, "A," being at the intersection of the production southerly of the east limit of York Street with the said "Old Windmill Line," thence easterly along said "Old Windmill Line" to the south-east angle of Water Lot No. 48, on said Plan No. 5, "A," thence southerly parallel with the production southerly of the east limit of Lorne Street 644 feet, thence westerly parallel with said "Old Windmill Line" to the intersection of the production southerly of the east limit of York Street, thence northerly along that production 644 feet to the place of beginning.

Excepting therefrom a strip of land, sixty-six feet in width throughout, lying immediately to the southward of and measured at right angles to a line drawn parallel with the south limit of the Esplanade through a point on the production southerly of the west limit of York Street, distant 406 feet measured southerly thereon from the south limit of the Esplanade, which strip is reserved by Her Majesty as and for an allowance for a public highway, subject, however, to the condition that all that portion of the land lastly above described as being granted by these presents lying south of the said strip so excepted as aforesaid, shall be held and used for all time to come by the City, so that it shall be at all times available for wharves for the accommodation of passenger steamers of all classes.

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The said parcel lastly above described as being granted by these presents being shown on said plan hereto attached as Parcel 13.

Twelfthly. A parcel commencing at the south-east angle of Water Lot No. 25, according to Plan No. D 118, filed in the Registry Office for the said City, being the intersection of the production southerly of the west limit of York Street with the said "Old Windmill Line," thence westerly along said "Old Windmill Line" to the south-west angle of Water Lot No. 1, on said Plan No. "D" 118, being at the intersection of the production southerly of the east limit of Simcoe Street, thence southerly along said production 512½ feet, thence N. 76° 58' E. to the intersection of the production southerly of the west limit of York Street, thence northerly along that production 644 feet to the place of beginning.

Excepting therefrom a strip of land, being sixty-six feet in width throughout, measured at right angles to the said "Old Windmill Line," and lying immediately south thereof, which is reserved by Her Majesty as and for an allowance for a public highway.

The said parcel lastly above described as being granted by these presents being shown on said plan hereto attached as Parcel 14.

Thirteenthly. A parcel commencing at the south-east angle of a certain water lot heretofore granted by the Crown to one Joseph Becket by patent dated 23rd day of January, A.D., 1846, said point of commencement being at the intersection of the production southerly of the west limit of Simcoe Street with the said "Old Windmill Line," thence westerly along said "Old Windmill Line" to the south-west angle of said Beckett water lot, thence southerly along a line drawn parallel with the production southerly of the west limit of Simcoe Street 445½ feet, thence N. 76° 58' E. to the intersection of the production southerly of the west limit of Simcoe Street, thence northerly along that production 498½ feet to the place of beginning.

Excepting therefrom a strip of land, being sixty-six feet in width throughout, measured at right angles to the said "Old Windmill Line," and lying immediately south thereof, which is reserved by Her Majesty as and for an allowance for a public highway.

The said parcel lastly above described as being granted by these presents being shown on said plan hereto attached as Parcel 15, "A."

Fourteenthly. A parcel commencing on the southerly limit of a certain water lot heretofore granted by the Crown to the City of Toronto by patent dated 4th day of July, 1864, which limit is now known as the "Old Windmill Line," where the same is intersected by the production southerly of the east limit of John Street, thence easterly along said "Old Windmill Line" to the south-east angle of the water lot granted as last aforesaid to the City of Toronto, thence southerly along a line drawn parallel with the production southerly of the west limit of Simcoe Street 445½ feet, thence S. 76° 58' W. to the intersection of the production southerly of the east limit of John Street, thence northerly along that production 295½ feet to the place of beginning.

Excepting therefrom a strip of land, being sixty-six feet in width throughout, measured at right angles to the said "Old Windmill Line," and lying immediately south thereof, which is reserved by Her Majesty as and for an allowance for a public highway.

The said parcel lastly above described as being granted by these presents being shown on said plan hereto attached as Parcel 15, "B."

Fifteenthly. A parcel commencing on the southerly limit of a certain water lot heretofore granted by the Crown to the City of Toronto by patent dated the

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4th day of July, 1864, which limit is now known as the "Old Windmill Line," where the same is intersected by the production southerly of the west limit of John Street, thence westerly along said "Old Windmill Line" to the south westerly angle of the water lot granted as last aforesaid to the City of Toronto, thence southerly along a line drawn parallel with the production southerly of the west limit of John Street 200 $\frac{1}{2}$ feet, thence N. 76° 58' E. to the intersection of the production southerly of the west limit of John Street, thence northerly along that production 281 $\frac{1}{2}$ feet to the place of beginning.

The said parcel lastly above described being shown on said plan hereto attached as Parcel 16, "A."

To have and to hold the same, subject as aforesaid unto and to the use of the said *The Corporation of the City of Toronto*, their successors and assigns forever, for the purpose of enabling the said Corporation, their successors and assigns, to and upon the trust that they will carry into effect the provisions of the said memorandum of agreement.

Provided always that nothing in these presents shall be at any time held to absolve the said Corporation, their successors and assigns or any of them, from fulfilling in all respects the provisions of the Act, Chapter ninety-two of the Revised Statutes of Canada, and that no filling in or pier work shall be undertaken or constructed by the said Corporation, their successors or assigns, on any of such lands, until as regards such filling in or pier work the provisions of the said Act shall have been fully complied with.

And provided further and it is hereby declared that these presents are issued for the purpose of passing to the said Corporation only such estate, right, title and interest in and to the said lands as we in right of our Government of Canada have power to convey, and that the said Corporation, their successors or assigns shall have no recourse against us or our successors, or against our Government of Canada should our title to the said lands be found to be defective or should these presents be found to be ineffectual to pass such title.

Given under the Great Seal of Canada.

WITNESS: Our Right Trusty and Right Well-beloved Cousin and Councillor, The Right Honorable Sir John Campbell Hamilton Gordon, Earl of Aberdeen, Viscount Formartine, Baron Haddo, Methlic, Tarves and Kellie, in the Peerage of Scotland; Viscount Gordon of Aberdeen, County of Aberdeen in the Peerage of the United Kingdom; Baronet of Nova Scotia, etc., etc.; Governor General of Canada.

At Ottawa, this eighteenth day of December, in the year of our Lord, one thousand eight hundred and ninety-three, and in the fifty-seventh year of our reign.

By command,

L. A. CATELLIER,

J. ALD. OUMET,

Under Secretary of State.

Minister of Public Works.

For agreement referred to in this patent see Windmill Line Agreement, page 107.

A grant similar to the above from the Crown in the right of the Province of Ontario to the City is dated 13th October, 1894.

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PATENT, DATED FEBRUARY 8TH, 1894, TO THE CITY OF TORONTO OF THE
SOUTHERLY EXTENSIONS OF YORK, SIMCOE AND JOHN STREETS.

(L. S.) } VICTORIA, by the grace of God of the United
"JOHN J. MCGEE," } Kingdom of Great Britain and Ireland, QUEEN, De-
Deputy Governor, } fender of the Faith, etc., etc.
Canada. }

To all to whom these presents shall come :

GREETING,—Whereas the lands hereinafter described now or formerly forming part of the bed of the harbor of the City of Toronto, being a harbor vested in Us as represented by the Government of Canada, are not required for public purposes.

And whereas pursuant to authority duly granted by our Governor-in-Council, an agreement hath been made for the sale of the said lands or of all the interest therein which is or may be vested in Us for the uses of the Dominion of Canada to the Corporation of the City of Toronto, hereinafter called the said Corporation, at and for the price and sum of ten dollars of lawful money of Canada.

And whereas the said Corporation hath duly paid to the Minister of the Interior to Our use the said price or sum of ten dollars.

Now know ye that in consideration of the said sum of ten dollars so paid to Our use as aforesaid We have granted, bargained, sold and quit claimed and do by these presents grant, bargain, sell and quit claim unto the said Corporation its successors and assigns all the right, title, interest, claim, property, estate and demand, both at law and in equity, and as well in possession as in expectancy, which We or Our Successors have or may have for the use of or in the right of Our Dominion of Canada, of, in and to all and singular those certain parcels or tracts of land which were formerly covered by the waters of the harbor of the City of Toronto, and which are now known and described as follows, that is to say :

Parcel No. 1, bounded as follows : On the north by the south boundary of the Esplanade ; on the east by the production southerly of the east boundary of York Street ; on the west by the production southerly of the west boundary of York Street ; on the south by the line described in the patent of certain water lots from the Crown to the City of Toronto, dated 21st day of February, 1840, as a line produced from the point near the site of the late French fort west of the Toronto Garrison to the Gooderham windmill, and hereinafter referred to as the "old windmill line."

Parcel No. 2, bounded as follows : On the north by the south boundary of the Esplanade ; on the east by the production southerly of the east boundary of Simcoe Street ; on the west by the production southerly of the west boundary of Simcoe Street ; on the south by a line extending on a course "N. 76° 58' E." from the south-west angle of a parcel of land granted by the Crown to the said Corporation by letters patent dated the 18th day of June, 1864, such line being also the southerly boundary of the lands granted by the Crown to the said Corporation by letters patent dated the 18th day of December, 1893, excepting therefrom a strip of land being 66 feet in width throughout measured at right angles to the said "old windmill line," and lying immediately south thereof, which is reserved by Her Majesty as and for an allowance for a public highway.

1894

8th February,
Patent to City
of Extensions of
Streets.

1894

8th February.
Patent to City
of Extensions of
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Parcel No. 3, bounded as follows : On the north by the south boundary of the Esplanade ; on the east by the production southerly of the east boundary of John Street ; on the west by the production southerly of the west boundary of John Street, and on the south by a line drawn from a point on the said southerly production of the east boundary of John Street distant 249 feet measured southerly thereon from the said south boundary of the Esplanade to a point on the said southerly production of the west boundary of John Street, distant 194 feet measured southerly thereon from the south boundary of the Esplanade, saving, excepting and reserving, nevertheless, unto Us and Our Successors the free uses, passage and enjoyment of, in, over and upon all navigable waters that shall or may be found on or under or be flowing through or upon any part of the said parcels or tracts of land.

To have and to hold the same unto the said Corporation its successors and assigns forever.

Provided always, and it is declared to be an express condition of the grant hereby made, and the said grant is accepted by the said Corporation upon the condition and understanding that these presents are issued for the purpose of passing to the said Corporation only such estate, right, title and interest in and to the said lands as We in right of Our Government of Canada have power to convey, and that the said Corporation, its successors and assigns shall have no recourse against Us or Our Successors or against Our Government of Canada should Our title to the said lands be found to have been defective or should these presents be found ineffectual to pass such title.

Given under the Great Seal of Canada.

WITNESS :

Foreshore Grant No. 10.
Ref. No. 342,606.

John Joseph McGee, Esquire, Deputy of Our Right Trusty and Right Well Beloved Cousin and Counsellor John Campbell Hamilton Gordon, Earl of Aberdeen, Viscount Formartine, Baron Haddo, Methlie, Tarves and Kellie in the Peerage of Scotland, Viscount Gordon of Aberdeen, County of Aberdeen in the Peerage of the United Kingdom, Baronet of Nova Scotia, etc., etc. : Governor-General of Canada.

At Ottawa this eighth day of February, in the year of our Lord one thousand eight hundred and ninety-four, and in the fifty-seventh year of Our reign.

By command.

" L. A. CATELLIER,"
Under Secretary of State.

" A. M. BURGESS,"
Deputy of the Minister of the Interior.

A grant similar to the above from the Crown in the right of the Province of Ontario to the City is dated 13th October, 1894.

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